



City of Peru



JAMEY MERTEL

CITY CLERK

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AGENDA

REGULAR CITY COUNCIL MEETING

MONDAY, MARCH 23, 2026

RESIDENTS ARE WELCOME TO WATCH THE MEETINGS LIVE ON OUR
YOU TUBE CHANNEL AT [City of Peru, Illinois - YouTube](#)

ROLL CALL

7:00 P.M.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

REGULAR MEETING MINTUES OF MARCH 9, 2026

TREASURER'S REPORT FOR FEBRUARY 2026

CLERKS REPORT OF CASH RECEIVED FOR JANUARY & FEBRUARY 2026

COMMITTEE REPORTS

1. FINANCE COMMITTEE-Chairman, Alderman Payton. Members, Aldermen Tieman, Sapienza, Ballard

DISBURSEMENTS for March 25, 2026

2. PUBLIC SERVICES COMMITTEE-Chairman, Alderman Edgcomb. Members, Tieman, Payton, O'Sadnick

3. PUBLIC WORKS COMMITTEE-Chairman, Alderman Lukosus. Members, Aldermen Ballard, Sapienza, Moreno

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

AN ORDINANCE AMENDING CHAPTER 18 – AVIATION, SEC. 18-2 – FEES AND CHARGES, OF THE CITY OF PERU CODE OF ORDINANCES

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A SALE AND DEVELOPMENT AGREEMENT WITH AMEREN TRANSMISSION COMPANY OF ILLINOIS (1203 May Road, Peru | 3.511± acres)

RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE ILLINOIS FINANCE AUTHORITY FOR FEDERAL FORMULA GRANT FUNDING: SECTION 40101(d) – PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID

PROCLAMATIONS

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

- ITEM NO. 1 *Communication to approve request from Zion U.C.C to place a 4' x 3' event sign for their Ice Cream Social at the southeast corner of 6th & Peoria Street from May 18, 2026 – June 24, 2026.*
- ITEM NO. 2 *Communication from Johnson Seed and Grain Services LLC seeking variances for property located in the JR Subdivision with Bureau County Property PIN 18-12-400-008*
- ITEM NO. 3 *Communication from IBI Ventures, LLC seeking a text amendment to the Zoning Ordinance and approval of IBI Ventures Second Subdivision, a special use, and other relief for property generally located east of Illinois Route 251 and South of May Road (LaSalle County PINs: 17-04-106-001; 17-04-106-002; 17-04-106-005; and 17-04-106-006)*
- ITEM NO. 4 *Communication from William T. Jones seeking variances for property located at 118 Cross Street, and the two lots directly south with property PIN 17-20-113-004 and property PIN 17-20-113-010.*

MAYOR'S NOTES

PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

A regular meeting of the Peru City Council was called to order by Mayor Ken Kolowski in the Peru City Council Chambers on Monday, March 9, 2026, at 7:00 p.m.

City Clerk Jamey Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno present. Alderman Lukosus absent. Mayor Kolowski present.

PRESENTATION

Police Chief Sarah Raymond, Sergeant Scott DeGroot and Officer Brendan Sheedy, Odell-Arkels-Stopka Citizenship Award to emergency department nurse Edin Sterling who stopped to assist Peru police officers who were responding to a man who was down.

PUBLIC COMMENT

MINUTES/FINANCIAL REPORTS/ACTIVITY REPORTS

Mayor Kolowski presented the Regular Minutes of February 23, 2026. Alderman Payton made a motion the minutes be received and placed on file. Alderman Sapienza seconded the motion; motion carried.

FINANCE AND SAFETY COMMITTEE

Alderman Sapienza presented the following disbursements for payment on March 11, 2026:

| <u>FUND NAME</u> | <u>TOTAL EXPENSES</u> |
|------------------|-----------------------|
| General Fund | \$432,961.33 |
| Insurance Fund | 178,665.59 |
| Garbage Fund | 81,164.40 |
| Utility Fund | 607,436.44 |
| Total | \$1,299,957.76 |

Alderman Sapienza made a motion the disbursements be received, placed on file and bills paid in the usual manner. Alderman Tieman seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

PUBLIC SERVICES COMMITTEE

PSM/Fire Chief Jeff King reported the Fire Department ISO rating stayed the same.

Adam Thorson, Director of Parks, Recreation and Special Events reported that details for this summer's Music Under the Oaks have been posted and more to come by end of the month.

PUBLIC WORKS COMMITTEE

Alderman Moreon made a motion to approve proposal from Baker Tilly, in the amount of \$60,500 for water and sewer cost of service and rate study. Alderman Payton seconded the motion. Clerk Mertel called the

roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Alderman Ballard made a motion to construct the entrance approach and culvert for Johnson Seed. Alderman Sapienza seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Alderman Sapienza made a motion to approve the repair of generator #3 for the hydro plant with Inman Electric for \$175,876. Alderman Moreno seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Alderman Moreno made a motion to approve the purchase of 34.5kv underground cable and terminations for the Eakas expansion for \$21,475 from United Utility Supply. Alderman Ballard seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

REPORT OF CITY ATTORNEY/ORDINANCES AND RESOLUTIONS

Corporate Counsel Scott Schweickert presented the minutes of the March 4, 2026, Planning/Zoning Commission hearing on petition of City of Peru for Annexation and Zoning of territory generally located north of May Road near the I-80 overpass. Alderman Edgcomb made a motion to minutes be received, placed on file and concur with the recommendation. Alderman Payton seconded the motion. Motion carried.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 7023

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY GENERALLY LOCATED NORTH OF MAY ROAD NEAR THE I-80 OVERPASS TO THE CITY OF PERU, ILLINOIS PURSUANT TO 65 ILCS 5/7-1-8 (PIN: 11-33-423-000 | 1.00? acres)

Alderman Edgcomb made a motion the ordinance be adopted as written and read. Alderman Payton seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 7024

AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE AS SOUGHT BY THE PETITION OF JEFF AND MARY HUMPAGE CONCERNING PROPERTY LOCATED AT 932 25TH STREET, PERU, ILLINOIS

Alderman Edgcomb made a motion the ordinance be adopted as written and read. Alderman Payton seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 7025

AN ORDINANCE GRANTING AN ADMINISTRATIVE VARIANCE AS SOUGHT BY THE PETITION OF JOSH AND ERIKA MORRASY CONCERNING PROPERTY LOCATED AT 2728 BECKER DRIVE, PERU, ILLINOIS

Alderman Payton made a motion the ordinance be adopted as written and read. Alderman Edgcomb seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

Corporate Counsel Scott Schweickert presented a proposed ordinance entitled:

ORDINANCE NO. 7026

AN ORDINANCE AMENDING SEC. 110-121 OF THE CITY OF PERU CODE OF ORDINANCES AS IT RELATES TO SPEED LIMITS ON PLANK ROAD

Alderman Moreno made a motion the ordinance be adopted as written and read. Alderman Tieman seconded the motion. Clerk Mertel called the roll with Aldermen Ballard, Tieman, Payton, Edgcomb, Sapienza, O'Sadnick and Moreno voting aye. Aldermen Lukosus absent. Motion carried.

PROCLAMATIONS

Clerk Mertel read a proclamation proclaiming A.B.A.T.E. of Illinois Motorcycle Awareness Month for May 2026. Alderman Sapienza made motion the proclamation be received and placed on file. Alderman Tieman seconded the motion. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

PETITIONS AND COMMUNICATIONS

MAYOR'S NOTES

PUBLIC COMMENT

Resident John Caresio discussed the use of golf carts within the city and how to raise money through the registration of the carts. Mr. Caresio stated he had just got back from Florida and they are not a problem. Mr. Caresio reported stated that if just 100 people buy a city-issued sticker for \$100, that's thousands of new dollars. Alderman Edgcomb stated that it worries him that some will try to push the limits of where they can drive these carts, mainly trying to cross Route 251. Mayor Kolowski says he plans to reach out to La Salle Mayor Jeff Grove in the next day or two for more insight on how his city is approaching the idea.

CLOSED SESSION

ADJOURNMENT

Alderman Tieman made a motion that the meeting be adjourned. Alderman Payton seconded the motion and motion carried. The meeting was adjourned at 7:26 p.m.

CITY OF PERU

TREASURER'S REPORT



FEBRUARY 2026
JACKSON POWELL, TREASURER

Treasurer's Monthly Report Index

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| Fund Description Financial Institution - Account # | Previous Period Balance | Receipts | Disbursements | Interest Earned | End of Period Balance | Balance Use Definition | Cumulative Unassigned Fund Balance | Cumulative Fund Balance |
|--|----------------------------|-----------------|-------------------|--------------------|--------------------------|---------------------------|--|----------------------------|
| General Fund Operating Checking Account Hometown National Bank - Acct #105853 | \$ 615,215.34 | \$ 1,566,321.08 | \$ (1,024,511.63) | \$ 2.69 | \$ 1,157,027.48 | Unassigned | \$ 1,157,027.48 | \$ 1,157,027.48 |
| General Fund Automatic Clearing House Account Heartland Acct #6509402 | \$ 19,701.21 | \$ 1,359,149.96 | \$ (1,270,399.34) | \$ 153.86 | \$ 108,605.69 | Unassigned | \$ 1,265,633.17 | \$ 1,265,633.17 |
| General Fund Investment Account Illinois Fund - Mercantile Bank - Acct #7139186001 | \$ 618,688.56 | \$ 1,364,052.82 | \$ (1,119,008.26) | \$ 2,604.37 | \$ 866,337.49 | Unassigned | \$ 2,131,970.66 | \$ 2,131,970.66 |
| General Fund Operating Reserve Transaction Account Illinois Fund - Mercantile Bank - Acct #4348664122 | \$ (945,093.38) | \$ 969,701.74 | \$ - | \$ - | \$ 24,608.36 | Unassigned | \$ 2,156,579.02 | \$ 2,156,579.02 |
| General Fund Operating Reserve Investments General Fund Operating Reserve CDs/MMs | \$ 834,520.87 | \$ - | \$ - | \$ 2,243.53 | \$ 836,764.40 | Unassigned | \$ 2,993,343.42 | \$ 2,993,343.42 |
| Farm Cash Rent Account - Hertz Management Heartland - Acct #2637 | \$ 617.63 | \$ - | \$ - | \$ 0.71 | \$ 618.34 | Unassigned | \$ 2,993,961.76 | \$ 2,993,961.76 |
| Infrastructure Home Rule Sales Tax Account | \$ 4,907,336.29 | \$ 233,041.11 | \$ - | \$ 19,386.34 | \$ 5,159,763.74 | Restricted | \$ 2,993,961.76 | \$ 8,153,725.50 |
| Infrastructure Plank Rd Reserve | \$ 1,250,546.24 | \$ - | \$ (865,634.42) | \$ - | \$ 384,911.82 | Restricted | \$ 2,993,961.76 | \$ 8,538,637.32 |
| Infrastructure Commercial Expansion Reserve Illinois Fund - Mercantile Bank - Acct #4348664122 | \$ 850,000.00 | \$ - | \$ - | \$ - | \$ 850,000.00 | Restricted | \$ 2,993,961.76 | \$ 9,388,637.32 |
| Motel Tax Account Motel Tax Account-ITEP Grant Reserve Peru Federal Account #161314228#162310209 | \$ 735,121.95 | \$ 40,004.72 | \$ - | \$ 3,342.06 | \$ 778,468.73 | Committed | \$ 2,993,961.76 | \$ 10,167,106.05 |
| Parkside Bond Obligation Reserve Illinois Fund - Mercantile Bank - Acct #4348664122 | \$ 500,000.00 | \$ - | \$ - | \$ - | \$ 500,000.00 | Restricted | \$ 2,993,961.76 | \$ 10,667,106.05 |
| General Fund 2020/2021 Bond Reserve Illinois Fund - Mercantile Bank - Acct #4348664122 | \$ 128,973.79 | \$ 128,973.79 | \$ - | \$ - | \$ 257,947.58 | Restricted | \$ 2,993,961.76 | \$ 10,925,053.63 |
| Past Elected Officials Account Peru Federal Savings - Acct #1002354591 | \$ 77,925.97 | \$ 77,926.04 | \$ - | \$ - | \$ 155,852.01 | Restricted | \$ 2,993,961.76 | \$ 11,080,905.64 |
| Peru Celebration Trust Account Edward Jones - Acct #6081575315 | \$ 4,148.06 | \$ - | \$ - | \$ 0.32 | \$ 4,148.38 | Restricted | \$ 2,993,961.76 | \$ 11,085,054.02 |
| Peru Municipal Pool Account Hometown National Bank - Acct #110741 | \$ 66,286.38 | \$ 100.00 | \$ (1,543.34) | \$ - | \$ 64,843.04 | Restricted | \$ 2,993,961.76 | \$ 11,149,897.06 |
| | \$ 136,856.20 | \$ - | \$ - | \$ - | \$ 136,856.20 | Assigned | \$ 2,993,961.76 | \$ 11,286,753.26 |



Treasurer's Monthly Report

February 28, 2026

| Fund Description Financial Institution - Account # | Previous Period Balance | Receipts | Disbursements | Interest Earned | End of Period Balance | Balance Use Definition |
|---|----------------------------|--------------|-------------------|-----------------|--------------------------|---------------------------|
| SPECIAL REVENUE FUNDS | | | | | | |
| Insurance Fund | | | | | | |
| LSB-HRA/FSA Acct #7179 | \$ 964,205.02 | \$ 36,367.17 | \$ (178,665.59) | \$ 1,240.25 | \$ 823,146.85 | Committed |
| Total Insurance Fund | | | | | | |
| | | | | | | |
| Garbage Fund | | | | | | |
| Peru Federal Account #161314228 | \$ 105,095.62 | \$ 74,440.33 | \$ (80,749.78) | \$ 297.80 | \$ 99,083.97 | Committed |
| Total Garbage Fund | | | | | | |
| | | | | | | |
| Motor Fuel Tax Fund | | | | | | |
| Hometown National Bank - Acct #72660101 | \$ 874,538.72 | \$ 38,895.21 | \$ - | \$ 1,354.92 | \$ 914,788.85 | Restricted |
| Total Motor Fuel Tax Fund | | | | | | |
| | | | | | | |
| Peru Police Drug Enforcement, Impound & Equipment Fund | | | | | | |
| Peru Federal Account Acct #161317890 | \$ 29,791.98 | \$ - | \$ (3,260.00) | \$ 6.62 | \$ 26,538.60 | Restricted |
| Midland States Bank Acct #5405000027 | \$ 102,201.80 | \$ 2,425.00 | \$ (1,423.24) | \$ 1.56 | \$ 103,205.12 | Restricted |
| Total Police related Special Revenue Funds | | | | | | |
| | | | | | | |
| TIF 2 Fund - Peru Industrial | \$ 1,302,333.79 | \$ - | \$ (1,105,379.60) | \$ 873.33 | \$ 197,827.52 | Committed |
| Heartland Acct #6506410 | \$ 251,994.64 | \$ - | \$ (77,785.69) | \$ 168.98 | \$ 174,377.93 | Committed |
| TIF 3 Fund - North Peru | \$ 737,708.99 | \$ - | \$ (461,114.18) | \$ 494.69 | \$ 277,089.50 | Committed |
| Heartland Acct #6506410 | \$ 117,739.65 | \$ - | \$ (2,514.50) | \$ 78.95 | \$ 115,304.10 | Committed |
| TIF 4 Fund - Downtown | \$ (499,515.23) | \$ - | \$ (142,694.09) | \$ - | \$ (642,209.32) | Committed |
| Heartland Acct #6506410 | \$ (61,947.79) | \$ - | \$ (1,963.50) | \$ - | \$ (63,911.29) | Committed |
| TIF 5 Fund - Peru Mall | | | | | | |
| Heartland Acct #6506410 | | | | | | |
| TIF 6 Fund - MVP | | | | | | |
| Heartland Acct #6506410 | | | | | | |
| TIF 7 Fund - MINT | | | | | | |
| Heartland Acct #6506410 | | | | | | |
| Total TIF Funds | | | | | | |
| | | | | | | |
| TOTAL SPECIAL REVENUE FUNDS | | | | | | |
| | | | | | | |

Total TIF Funds \$ 58,478.44

TOTAL SPECIAL REVENUE FUNDS \$2,025,241.83



Fund Description
Financial Institution - Account #

| Fund Description | Previous Period Balance | Receipts | Disbursements | Interest Earned | End of Period Balance | Balance Use Definition |
|--|-------------------------|-----------------|-------------------|-----------------|-----------------------|------------------------|
| ENTERPRISE FUNDS | | | | | | |
| Utility Fund-Electric Enterprise Fund Operating Accounts | | | | | | |
| Operating Checking Account | \$ 237,537.71 | \$ 1,234,238.22 | \$ (1,378,310.52) | \$ 350.57 | \$ 93,815.98 | Unassigned |
| Heartland - Acct #6505429 | \$ 1,593,879.08 | \$ 3,415,414.42 | \$ (2,934,409.52) | \$ 4,516.43 | \$ 2,079,400.41 | Unassigned |
| Operating Revenue Checking Account | \$ 141,345.17 | \$ 250,000.00 | \$ (396,243.34) | \$ 4,909.00 | \$ 10.83 | Assigned |
| Peru Federal Account #161314228#162310209 | \$ 852,007.80 | \$ 2,450.00 | \$ (3,502.42) | \$ 2,414.26 | \$ 853,369.64 | Restricted |
| Electric Reserve | \$ 1,260,895.66 | \$ 396,243.34 | \$ - | \$ 1,548.04 | \$ 1,658,687.04 | Assigned |
| DA Davidson Acct #18929160 | \$ 1,260,895.66 | \$ 396,243.34 | \$ - | \$ 1,548.04 | \$ 1,658,687.04 | Assigned |
| Guaranteed Light Deposit Checking Account | \$ (594,453.23) | \$ 754,730.46 | \$ (640.32) | \$ 8,289.28 | \$ 167,926.19 | Assigned |
| Peru Federal Account #161314228 | \$ 754,730.46 | \$ - | \$ (754,730.46) | \$ - | \$ (0.00) | Committed |
| Operating Reserve Accounts | \$ 2,399,250.00 | \$ - | \$ - | \$ - | \$ 2,399,250.00 | Restricted |
| Heartland Bank - Acct #5840023088 | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Operating Reserve Account | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Hometown Bank-Acct #27591002589 | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Hometown Bank-Acct #27591002589 | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| N Trnk Line/Deep Sewer Reserve | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Hometown Bank-Acct #27591002589 | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Utility Fund-Electric Enterprise Fund Investments | | | | | | |
| Certificate of Deposit Investments for Operating Reserve | \$ 2,559,744.31 | \$ - | \$ (245,740.51) | \$ - | \$ 2,314,003.80 | Assigned |
| Certificate of Deposit Investments for Self Insurance Reserve | \$ 256,544.52 | \$ - | \$ (256,544.52) | \$ - | \$ 0.00 | Committed |
| Total Utility Fund-Electric Fund Operating and Investment Accounts | \$9,566,463.89 | | | | | |
| Utility Fund-Waterworks & Sewerage System Enterprise Fund | | | | | | |
| Guaranteed Water Deposits Peru Federal Checking Account #161314228 | \$ 56,059.77 | \$ 350.00 | \$ (650.00) | \$ 158.85 | \$ 55,918.62 | Restricted |
| Total Waterworks & Sewerage System Enterprise Fund | \$55,918.62 | | | | | |
| Utility Fund-Enterprise Funds Bond Reserves | | | | | | |
| 2021 Bond Reserve | \$ 11,669.83 | \$ 11,625.00 | \$ - | \$ - | \$ 23,294.83 | Restricted |
| Heartland Bank - Acct #5840023088 | \$ - | \$ - | \$ - | \$ - | \$ - | Restricted |
| Total Utility Fund-Enterprise Debt Service Fund | \$23,294.83 | | | | | |
| Total Utility Fund-Enterprise Funds Operating, Investment and Debt Service Accounts | | | | | | |
| Total Utility Fund-Enterprise Funds Operating, Investment and Debt Service Accounts | \$9,645,677.34 | | | | | |



Treasurer's Monthly Report

February 28, 2026

| Fund Description Financial Institution - Account # | Previous Period Balance | Receipts | Disbursements | Interest Earned | End of Period Balance | Balance Use Definition |
|---|----------------------------|-----------|---------------|-----------------|--------------------------|---------------------------|
| Landfill Enterprise Fund | | | | | | |
| Operating Checking Account | \$ 842,566.88 | 2,268.00 | (7,361.33) | 2,387.51 | \$ 839,861.06 | Unassigned |
| Peru Federal Account #161314228/#162310209 | | | | | | |
| Landfill No. 3 Closure/Post Closure Money Market Account | \$ 240,952.38 | - | - | 295.83 | \$ 241,248.21 | Restricted |
| Heartland - Acct. 5840023088 | | | | | | |
| Total Landfill Enterprise Fund | | | | | | |
| | | | | | | |
| Illinois Valley Regional Airport Enterprise Fund | | | | | | |
| Peru Federal Account #161314228/#162310209 | \$ (530,781.59) | 30,293.15 | (21,030.09) | - | (521,518.53) | Unassigned |
| Farm Cash Rent Account - Hertz Management - Heartland | \$ 8,525.45 | - | - | 9.87 | 8,535.32 | Unassigned |
| Total Illinois Valley Regional Airport Enterprise Fund | | | | | | |
| | | | | | | |

TOTAL ENTERPRISE FUNDS **\$10,213,803.40**

FUND BALANCES

| Fund Type | Amount |
|--------------------------------|-------------------------|
| General Fund | \$ 11,286,753.26 |
| Special Revenue Funds | 2,025,241.83 |
| Enterprise Funds | 10,213,803.40 |
| Total Of All Fund Types | \$ 23,525,798.49 |

GASB STATEMENT 54 FUND CLASSIFICATIONS

| | Amount |
|--|-------------------------|
| Restricted Fund Balances | \$ 11,995,080.44 |
| Committed Fund Balances | \$ 1,759,177.99 |
| Assigned Fund Balances | \$ 4,277,484.06 |
| Unassigned Fund Balances | \$ 5,494,056.00 |
| Total of All Fund Characteristics | \$ 23,525,798.49 |



CONCENTRATION REPORT FOR APPROVED DEPOSITORIES AND INVESTMENTS

| Financial Institution/Account(s) Description | Amount | FDIC Insurance of Accounts | Market Value Of Pledged Collateral | Deposit Risk Exposure |
|--|-------------------------|----------------------------|------------------------------------|-----------------------|
| The Illinois Funds | \$ 8,199,421.00 | N/A | N/A | \$ - |
| Hometown National Bank Transaction Accounts | \$ 2,208,672.53 | \$ 250,000.00 | \$ 3,096,591.18 | \$ - |
| Hometown National Bank Investment Accounts | \$ 2,567,176.19 | N/A | N/A | \$ - |
| Midland Bank Transaction Accounts | \$ 103,205.12 | \$ 250,000.00 | \$ - | \$ - |
| Peru Federal Savings Transaction Accounts | \$ 4,215,270.88 | \$ 250,000.00 | \$ 6,683,844.00 | \$ - |
| Peru Federal Savings Money Market Account | \$ 836,764.40 | | | |
| Hearland Transaction Accounts | \$ 2,193,283.85 | \$ 250,000.00 | \$ 3,940,762.35 | \$ - |
| La Salle State Bank Transaction Accounts | \$ 823,146.85 | \$ 250,000.00 | \$ 1,070,005.80 | \$ - |
| Central Bank CD Investments | \$ 218.80 | \$ 250,000.00 | \$ 908,616.28 | \$ - |
| Negotiable Certificates of Deposit Investments | \$ 2,313,785.00 | \$ 2,313,785.00 | N/A | \$ - |
| First State Bank CD Investments | \$ - | \$ 250,000.00 | \$ 274,405.11 | \$ - |
| Edward Jones - Money Markets | \$ 64,843.04 | \$ 250,000.00 | \$ - | \$ - |
| DA Davidson Money Market | \$ 10.83 | \$ 250,000.00 | \$ - | \$ - |
| Total | \$ 23,525,798.49 | | Total Deposit Risk Exposure | \$ - |



FIREFIGHTER'S PENSION TRUST FUND

| Investment Type | Previous Period Balance | Value Held at State | Receipts or Inc in Market Value | Disbursements or Loss of Market Value | End of Period Balance |
|---|-------------------------|---------------------|---------------------------------|---------------------------------------|-----------------------|
| Financial Institution | | | | | |
| Downstate Investment and Hometown National Bank-Trustee | \$60,093.06 | \$3,308,825.50 | \$2,431.64 | \$ (21,732.50) | \$3,349,617.70 |

POLICE PENSION TRUST FUND

| Investment Type | Previous Period Balance | Value Held at State/Ins Ann | Receipts or Inc in Market Value | Disbursements or Loss of Market Value | End of Period Balance |
|---|-------------------------|-----------------------------|---------------------------------|---------------------------------------|-----------------------|
| Financial Institution | | | | | |
| Downstate Investment and Hometown National Bank-Trustee | \$3,239,192.99 | \$13,239,038.43 | \$30,081.29 | \$ (109,852.05) | \$16,398,460.66 |

COMBINED OPERATING ACCOUNT STATUS-PFSB

| Fund Operating Checking Account Description | Operating Balance | Negative Balance |
|---|--------------------|--------------------|
| Electric Fund - Guaranteed Light Deposits | \$853,370 | |
| Garbage Fund | \$2,079,400 | |
| Illinois Valley Regional Airport | \$99,084 | |
| Landfill Operating | (\$521,519) | (\$521,519) |
| Motel Tax | \$839,861 | |
| Water & Sewer - Guaranteed Water Deposits | \$778,469 | |
| Totals | \$4,184,584 | (\$521,519) |

| | |
|--|--------------------|
| Less Electric Fund - Guaranteed Light Deposits | (\$853,370) |
| Less Water & Sewer - Guaranteed Water Deposits | (\$55,919) |
| Net Funds Available in Combined Operating Account | \$3,275,296 |

Treasurer's Monthly Report
FUND INVESTMENTS

February 28, 2026

| Fund | Financial Firm | Investment Type | Account # | Balance | Rate | Maturity Date | Balance Use Definition |
|--|---------------------------|-----------------|-----------|-----------------------|-------|---------------|------------------------|
| General Fund | | | | \$836,764.40 | 3.56% | NA | Unassigned |
| Operating Reserve | Peru Federal Savings Bank | MM | 161000266 | \$836,764.40 | | | |
| Total General Fund | | | | \$836,764.40 | | | |
| Electric Light Enterprise Fund | | | | \$218.80 | | | Assigned |
| Electric Light Fund - Operating Reserve | Central Bank | MM | 100154301 | \$218.80 | | | Assigned |
| Electric Light Fund - Operating Reserve | US Treasury Bill | T Bill | 91282CKB6 | \$601,785.00 | 4.63% | 28-Feb-26 | Assigned |
| Electric Light Fund - Operating Reserve | Bank of New York Mellon | CD | 06405VJN0 | \$240,000.00 | 4.25% | 25-Mar-26 | Assigned |
| Electric Light Fund - Operating Reserve | Astra Bank | CD | 046308AP7 | \$242,000.00 | 4.20% | 8-May-26 | Assigned |
| Electric Light Fund - Operating Reserve | Hingham Instn for Savings | CD | 433323NQ1 | \$240,000.00 | 4.10% | 19-May-26 | Assigned |
| Electric Light Fund - Operating Reserve | Bank of America NA | CD | 06051XXW7 | \$240,000.00 | 4.25% | 30-Jun-26 | Assigned |
| Electric Light Fund - Operating Reserve | Discover Bank | CD | 254673P34 | \$250,000.00 | 3.50% | 10-Aug-26 | Assigned |
| Electric Light Fund - Operating Reserve | Morgan Stanley Bank NA | CD | 61690UR51 | \$250,000.00 | 3.60% | 15-Sep-26 | Assigned |
| Electric Light Fund - Operating Reserve | Synchrony Bank | CD | 87165FS54 | \$250,000.00 | 4.70% | 4-Nov-27 | Assigned |
| Total Operating Reserve | | | | \$2,314,003.80 | | | |
| Electric Light Fund - Self Insurance Reserve | First State Bank | CD | 152479 | \$0.00 | 4.25% | 16-Feb-26 | Committed |
| Total Self Insurance Reserve | | | | \$0.00 | | | |
| Total Electric Light Fund Enterprise | | | | \$2,314,003.80 | | | |
| Total Fund Investments | | | | \$3,150,768.20 | | | |

| Certificate of Deposit Investments by Depos | Amount |
|---|-----------------------|
| Purchased Negotiable Certificates of Deposit | \$2,313,785.00 |
| Central Bank Money Market | \$218.80 |
| Peru Federal Savings Bank Money Market | \$836,764.40 |
| First State Bank Certificate of Deposit | \$0.00 |
| Total Certificate of Deposit Investments | \$3,150,768.20 |

CITY CLERK'S REPORT OF CASH RECEIVED
JANUARY 2026

GENERAL FUND

| | | |
|--|------------------|------------------------|
| Road & Bridge Property Tax | - | |
| Municipal Sales Tax-Sept Sales | 720,358.77 | |
| HRT-Parkside-Sept Sales | 227,427.01 | |
| HRT-Infrastructure-Sept Sales | 227,427.01 | |
| Use Tax | 9,420.00 | |
| Telecommunications Tax | 7,351.46 | |
| Personal Property Replacement Tax | 45,839.54 | |
| State Income Tax | 188,350.99 | |
| Other Misc Tax | 21,977.42 | |
| Video Gaming Municipal Share-Sept | 42,646.07 | |
| Motel Tax | 53,195.12 | |
| Health Insurance Reimbursements-Retirees | 803.40 | |
| Gaming Licenses | 150.00 | |
| Liquor Licenses | - | |
| Business/Miscellaneous Licenses | - | |
| Contractor Licenses | 2,400.00 | |
| Police Fines/Copies/Misc | 160.00 | |
| Circuit Court Fines | 3,303.50 | |
| Adjudication Fines | 723.00 | |
| Dalzell Fire Agreement | 10,000.00 | |
| Misc Fire Income | 355.00 | |
| Vacant Prop Reg | - | |
| AT&T Franchise-monthly | 755.55 | |
| Ameren Franchise-annually | - | |
| Qtrly Cable Franchise | - | |
| Utility Fund Franchise-monthly | 146,000.00 | |
| Building Permits | 8,198.04 | |
| Inspection fees | 5,490.00 | |
| Filing Fee/Variance | - | |
| Telecomm Tower Rent | - | |
| BB Field Fees | - | |
| Park Shelter Fees | - | |
| Taste 50/50 Tickets | - | |
| Accident Damages Reimbursement | 110.00 | |
| WC Reimbursement | - | |
| Property Rent-annual Link Media | - | |
| Vital Records | 2,566.00 | |
| Rental Property Reg | 2,795.00 | |
| Recreation Receipts | - | |
| Cemetery Lots | 400.00 | |
| Burial Permits | 2,800.00 | |
| Cemetery Niches | - | |
| Donations | 5,000.00 | |
| CSO Donation to Celebration Fund | 100.00 | |
| Road Salt Reimb | 15,289.02 | |
| Vest Reimb | 1,050.00 | |
| Sale of City Property | 350.00 | |
| IDOT Rt 6 Mntnce | - | |
| State of IL-Highway Safety Grant | 1,349.13 | |
| Interest Income | 37,677.80 | |
| <i>Total General Fund</i> | <u>37,677.80</u> | <u>\$ 1,791,818.83</u> |

CITY CLERK'S REPORT OF CASH RECEIVED
JANUARY 2026

POLICE DRUG ENFORCE/IMPOUND/EQUIP FUND

| | | |
|---------------------------------------|--------|--------------------|
| Drug Fine/Forfeiture Income | - | |
| Impound Fees | 500.00 | |
| Other Revenue | 588.00 | |
| Interest Income | 9.10 | |
| | | |
| <i>Total Police Drug/Impound Fund</i> | | <u>\$ 1,097.10</u> |

INSURANCE FUND

| | | |
|------------------------------------|----------|--------------------|
| General Fund-Flexpay PR Deductions | 4,785.52 | |
| Utility Fund-HRA Reimbursements | 2,601.38 | |
| General Fund-HRA Reimbursements | 845.62 | |
| Utility Fund-Funding | - | |
| General Fund-Funding | - | |
| Interest Income | 1,558.65 | |
| | | |
| <i>Total Insurance Fund</i> | | <u>\$ 9,791.17</u> |

GARBAGE FUND

| | | |
|---------------------------|-----------|---------------------|
| Billing Receipts | 71,643.65 | |
| Interest Income | 69.57 | |
| | | |
| <i>Total Garbage Fund</i> | | <u>\$ 71,713.22</u> |

MOTOR FUEL TAX FUND

| | | |
|----------------------------------|-----------|---------------------|
| St of IL-MFT Allotment | 20,700.85 | |
| St of IL-Renewal Funds | 19,362.73 | |
| Interest Income | 1,386.59 | |
| | | |
| <i>Total Motor Fuel Tax Fund</i> | | <u>\$ 41,450.17</u> |

PERU INDUSTRIAL PARK TIF

| | | |
|-----------------|----------|--|
| Property Taxes | - | |
| Interest Income | 1,119.70 | |

NORTH PERU TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 216.65 | |

PERU DOWNTOWN TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 634.25 | |

PERU MALL TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 101.23 | |

PERU MVP TIF

| | | |
|-----------------|---|--|
| Property Taxes | - | |
| Interest Income | - | |

PERU MIN TIF

| | | |
|-----------------|---|--|
| Property Taxes | - | |
| Interest Income | - | |
| | | |

| | | |
|--|--|--------------------|
| | | <u>\$ 2,071.83</u> |
|--|--|--------------------|

CITY CLERK'S REPORT OF CASH RECEIVED
JANUARY 2026

UTILITY FUND

| | | |
|--|--------------|------------------------|
| Billing Receipts | 2,461,952.76 | |
| Reconnect Fees | - | |
| NSF Fees | 25.00 | |
| CC Fees | 6,286.84 | |
| WC Reimbursement | - | |
| Fiber Optic Rent | 4,614.26 | |
| Sale of Meters/Supplies | - | |
| Deriva Lot Purchase | 10,000.00 | |
| Elmore XFRM Purchase | 14,500.00 | |
| Health Insurance Reimbursements-Retirees | - | |
| Accident Damages-Insurance Reimb | 251.54 | |
| Comcast-Pole Rent | 20,510.50 | |
| Sale of Loads of Water | 1,894.80 | |
| Wastewater Permits | - | |
| Wastewater Analysis | 2,572.00 | |
| IDOT-Traffic Signal Maint Reimb | - | |
| Eakas Impact Fees | 132,701.76 | |
| Interest Income | 17,266.97 | |
| | 17,266.97 | |
| <i>Total Electric Fund</i> | | <u>\$ 2,672,576.43</u> |

GUARANTEED DEPOSIT FUND

| | | |
|--------------------------------------|----------|--------------------|
| Electric Utility Deposits | 3,250.00 | |
| Water Utility Deposits | 500.00 | |
| | 500.00 | |
| <i>Total Guaranteed Deposit Fund</i> | | <u>\$ 3,750.00</u> |

LANDFILL FUND

| | | |
|----------------------------|----------|--------------------|
| Billing Receipts | 2,864.17 | |
| Chipper Services | - | |
| Interest Income | 2,039.41 | |
| | 2,039.41 | |
| <i>Total Landfill Fund</i> | | <u>\$ 4,903.58</u> |

AIRPORT OPERATIONS

| | | |
|--------------------------------------|-----------|---------------------|
| Hangar Rentals | 7,604.09 | |
| Land Leases | - | |
| Midwest Avtech-Flowage Fees | 542.65 | |
| Grants | 24,932.26 | |
| Interest Income | 8.96 | |
| | 8.96 | |
| <i>Total Airport Operations Fund</i> | | <u>\$ 33,087.96</u> |

TOTAL ALL FUNDS

\$ 4,632,260.29

CITY CLERK'S REPORT OF CASH RECEIVED
FEBRUARY 2026

GENERAL FUND

| | | |
|--|------------------|------------------------|
| Road & Bridge Property Tax | - | |
| Municipal Sales Tax-Nov Sales | 710,818.61 | |
| HRT-Parkside-Nov Sales | 233,041.12 | |
| HRT-Infrastructure-Nov Sales | 233,041.11 | |
| Use Tax | 7,019.20 | |
| Telecommunications Tax | 7,697.65 | |
| Personal Property Replacement Tax | - | |
| State Income Tax | 150,867.58 | |
| Other Misc Tax | 21,567.55 | |
| Video Gaming Municipal Share-Nov | 38,785.52 | |
| Motel Tax | 40,004.72 | |
| Health Insurance Reimbursements-Retirees | - | |
| Gaming Licenses | 20.00 | |
| Liquor Licenses | - | |
| Business/Miscellaneous Licenses | - | |
| Contractor Licenses | 1,500.00 | |
| Police Fines/Copies/Misc | 1,643.42 | |
| Circuit Court Fines | 1,180.41 | |
| Adjudication Fines | 100.00 | |
| Misc Fire Income | 390.00 | |
| Vacant Prop Reg | - | |
| AT&T Franchise-monthly | 755.55 | |
| Ameren Franchise-annually | - | |
| Qtrly Cable Franchise | 34,703.11 | |
| Utility Fund Franchise-monthly | 193,883.74 | |
| Building Permits | 460.39 | |
| Inspection fees | 250.00 | |
| Filing Fee/Variance | - | |
| Telecomm Tower Rent | 2,756.28 | |
| BB Field Fees | 2,000.00 | |
| Park Shelter Fees | - | |
| Taste 50/50 Tickets | - | |
| Accident Damages Reimbursement | 3,398.45 | |
| Code Red-Municipal Reimbursements | 2,739.00 | |
| WC Reimbursement | - | |
| Property Rent-annual Link Media | - | |
| Vital Records | 3,582.00 | |
| Rental Property Reg | 1,135.00 | |
| Recreation Receipts | - | |
| Cemetery Lots | 1,800.00 | |
| Burial Permits | 2,600.00 | |
| Cemetery Niches | 500.00 | |
| Donations-Halm Bench Plaque | 285.00 | |
| CSO Donation to Celebration Fund | 100.00 | |
| Misc Revenue-FOIA Copies | 31.65 | |
| Road Salt Reimb | 7,619.09 | |
| Sale of City Property | - | |
| IDOT Rt 6 Mntnce | 4,922.29 | |
| State of IL-Highway Safety Grant | 1,414.41 | |
| Interest Income | 26,190.54 | |
| | <u>26,190.54</u> | |
| <i>Total General Fund</i> | | <u>\$ 1,738,803.39</u> |

CITY CLERK'S REPORT OF CASH RECEIVED
FEBRUARY 2026

POLICE DRUG ENFORCE/IMPOUND/EQUIP FUND

| | | |
|---------------------------------------|----------|--------------------|
| Drug Fine/Forfeiture Income | - | |
| Impound Fees | 750.00 | |
| Other Revenue | 1,675.00 | |
| Interest Income | 8.18 | |
| <i>Total Police Drug/Impound Fund</i> | | <u>\$ 2,433.18</u> |

INSURANCE FUND

| | | |
|------------------------------------|-----------|---------------------|
| General Fund-Flexpay PR Deductions | 4,785.52 | |
| Utility Fund-HRA Reimbursements | 21,328.08 | |
| General Fund-HRA Reimbursements | 10,253.57 | |
| Utility Fund-Funding | - | |
| General Fund-Funding | - | |
| Interest Income | 1,240.25 | |
| <i>Total Insurance Fund</i> | | <u>\$ 37,607.42</u> |

GARBAGE FUND

| | | |
|---------------------------|-----------|---------------------|
| Billing Receipts | 74,440.33 | |
| Interest Income | 297.80 | |
| <i>Total Garbage Fund</i> | | <u>\$ 74,738.13</u> |

MOTOR FUEL TAX FUND

| | | |
|----------------------------------|-----------|---------------------|
| St of IL-MFT Allotment | 20,258.13 | |
| St of IL-Renewal Funds | 18,637.08 | |
| Interest Income | 1,354.92 | |
| <i>Total Motor Fuel Tax Fund</i> | | <u>\$ 40,250.13</u> |

PERU INDUSTRIAL PARK TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 873.33 | |

NORTH PERU TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 168.98 | |

PERU DOWNTOWN TIF

| | | |
|-----------------|--------|--|
| Property Taxes | - | |
| Interest Income | 494.69 | |

PERU MALL TIF

| | | |
|-----------------|-------|--|
| Property Taxes | - | |
| Interest Income | 78.95 | |

PERU MVP TIF

| | | |
|-----------------|---|--|
| Property Taxes | - | |
| Interest Income | - | |

PERU MIN TIF

| | | |
|-----------------|---|--|
| Property Taxes | - | |
| Interest Income | - | |

| | | |
|-----------------------|--|--------------------|
| <i>Total Peru TIF</i> | | <u>\$ 1,615.95</u> |
|-----------------------|--|--------------------|

CITY CLERK'S REPORT OF CASH RECEIVED
FEBRUARY 2026

UTILITY FUND

| | | |
|--|------------------|------------------------|
| Billing Receipts | 2,976,608.90 | |
| Reconnect Fees | - | |
| NSF Fees | - | |
| CC Fees | 4,803.74 | |
| WC Reimbursement | - | |
| Fiber Optic Rent | 2,794.98 | |
| Sale of Meters/Supplies | - | |
| LKCS Solar Study Reimb | 8,000.00 | |
| Health Insurance Reimbursements-Retirees | 848.39 | |
| Accident Damages-Insurance Reimb | 2,938.73 | |
| Comcast-Pole Rent | - | |
| Sale of Loads of Water | 493.92 | |
| Wastewater Permits | - | |
| Wastewater Analysis | 4,422.00 | |
| IDOT-Traffic Signal Maint Reimb | 2,913.47 | |
| Eakas Impact Fees | 132,701.76 | |
| Sale of Equipment | 4,125.00 | |
| Interest Income | 43,234.80 | |
| | <u>43,234.80</u> | |
| <i>Total Electric Fund</i> | | <u>\$ 3,183,885.69</u> |

GUARANTEED DEPOSIT FUND

| | | |
|--------------------------------------|---------------|--------------------|
| Electric Utility Deposits | 2,450.00 | |
| Water Utility Deposits | 350.00 | |
| | <u>350.00</u> | |
| <i>Total Guaranteed Deposit Fund</i> | | <u>\$ 2,800.00</u> |

LANDFILL FUND

| | | |
|----------------------------|-----------------|--------------------|
| Billing Receipts | 5,318.00 | |
| Chipper Services | - | |
| Interest Income | 2,683.34 | |
| | <u>2,683.34</u> | |
| <i>Total Landfill Fund</i> | | <u>\$ 8,001.34</u> |

AIRPORT OPERATIONS

| | | |
|--------------------------------------|-------------|---------------------|
| Hangar Rentals | 4,535.39 | |
| Land Leases | 22,258.51 | |
| Midwest Avtech-Flowage Fees | 449.25 | |
| Grants | - | |
| Interest Income | 9.87 | |
| | <u>9.87</u> | |
| <i>Total Airport Operations Fund</i> | | <u>\$ 27,253.02</u> |

TOTAL ALL FUNDS

\$ 5,117,388.25

| |
|--|
| City of Peru Disbursements to be Paid 03/25/2026 |
|--|

| FUND | FUND NAME | | |
|-------|---------------|----|---------------------|
| 10 | General Fund | \$ | 418,014.52 |
| 29-34 | TIF Funds | \$ | 71,340.32 |
| 60 | Utility Fund | \$ | 2,377,740.48 |
| 80 | Landfill Fund | \$ | 9,372.00 |
| 85 | Airport Fund | \$ | 8,244.61 |
| | | \$ | <u>2,884,711.93</u> |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|--------------------------------|-----------|---------|----------------|--------------------------|
| CHAMLIN & ASSOCIATES IN | 10 -5-14-53450 | BLDG INSPEC PLAN RVWS | 1,408.00 | GENERAL | CITY ENGINEER | INSPEC CONSULT/PLAN RVWS |
| AMAZON CAPITAL SERVICES | 10 -5-14-65200 | OFFICE SUPPLIES | 102.50 | GENERAL | CITY ENGINEER | OPERATING SUPPLIES |
| IV NET | 10 -5-15-51220 | HOMEPAGE STORAGE | 444.95 | GENERAL | ADMINISTRATIVE | R&M/WEBSITE |
| IL VALLEY REGIONAL DISP | 10 -5-15-52803 | APR26 PER CAP | 24,080.39 | GENERAL | ADMINISTRATIVE | IVRD PER CAPITA CONTRIB |
| CHAMLIN & ASSOCIATES IN | 10 -5-15-53100 | 2025 TIPS | 1,821.00 | GENERAL | ADMINISTRATIVE | ENGINEERING EXPENSE |
| OSF MEDICAL GROUP-OCCUP | 10 -5-15-53420 | DRUG SCREENS | 143.00 | GENERAL | ADMINISTRATIVE | MEDICAL SERVICES |
| IV NET | 10 -5-15-56100 | MAR26 PORT CHARGES | 150.00 | GENERAL | ADMINISTRATIVE | TELEPHONE/INTERNET/CABLE |
| LASALLE PUBLISHING | 10 -5-15-56200 | FEB26 ADS | 840.00 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| LASALLE PUBLISHING/LEGA | 10 -5-15-56200 | PZ-COP MAY ROAD | 403.71 | GENERAL | ADMINISTRATIVE | PUBLISHING/ADVERTISING |
| MAUTINO DIST CO INC | 10 -5-15-65200 | WATER | 66.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| MAUTINO DIST CO INC | 10 -5-15-65200 | WATER | 33.00 | GENERAL | ADMINISTRATIVE | OPERATING SUPPLIES |
| MCS ADVERTISING | 10 -5-15-91000 | ECON DEV WEBSITE MAR26 | 1,000.00 | GENERAL | ADMINISTRATIVE | ECONOMIC DEVELOPMENT |
| JACOB & KLEIN, LTD | 10 -5-15-91011 | PERU BDD 1ST INSTALL | 10,000.00 | GENERAL | ADMINISTRATIVE | ECON DEV-BDD |
| IL VALLEY COMM COLLEGE | 10 -5-15-94000 | CITZ PERU SCHLSHP FALL26-SPRIN | 10,000.00 | GENERAL | ADMINISTRATIVE | DONATIONS |
| PERU PUBLIC LIBRARY | 10 -5-15-97020 | PPRT RCVD 3/3/26 | 2,362.09 | GENERAL | ADMINISTRATIVE | CONTRIB TO LIBR-PPRT |
| GALLS, AN ARAMARK CO. L | 10 -5-16-47100 | PETERS CA | 32.72 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| RAY O'HERRON CO., INC | 10 -5-16-47100 | SOMMER CA | 32.98 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| JCM UNIFORMS INC | 10 -5-16-47100 | ANDERSON CA | 293.87 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | ZEBRON CA RETURN | (31.98) | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | SHEEDY CA | 90.48 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | ZEBRON CA | 759.83 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-16-47100 | ZEBRON CA | 12.49 | GENERAL | POLICE | CLOTHING ALLOWANCE |
| KENDRICK PEST CONTROL I | 10 -5-16-51100 | POLICE COMPLEX | 65.00 | GENERAL | POLICE | R&M/BUILDINGS |
| ALTORFER INDUSTRIES, IN | 10 -5-16-51200 | XFRMR SWITCH INSPCTN | 200.00 | GENERAL | POLICE | R&M/EQUIPMENT |
| ALTORFER INDUSTRIES, IN | 10 -5-16-51200 | XFRMR SWITCH INSPCTN | 200.00 | GENERAL | POLICE | R&M/EQUIPMENT |
| SCHIMMER INC | 10 -5-16-51300 | PPD23 MNTNCE | 98.39 | GENERAL | POLICE | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-16-51300 | W207 MNTNCE | 98.39 | GENERAL | POLICE | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-16-51300 | PPD49 MNTNCE | 360.47 | GENERAL | POLICE | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-16-51300 | PPD12 MNTNCE | 168.54 | GENERAL | POLICE | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-16-51300 | PPD41 MNTNCE | 3,471.09 | GENERAL | POLICE | R&M/VEHICLES |
| SCHIMMER INC | 10 -5-16-51300 | PPD43 MNTNCE | 98.39 | GENERAL | POLICE | R&M/VEHICLES |
| PRESCOTT BROS INC | 10 -5-16-51300 | PPD34 MNTNCE | 1,046.44 | GENERAL | POLICE | R&M/VEHICLES |
| COMMUNICATION WORKS | 10 -5-16-51300 | PPD 45 MNTNC | 834.75 | GENERAL | POLICE | R&M/VEHICLES |
| COMMUNICATION WORKS | 10 -5-16-51300 | INSTLL TICKET PRNTRS | 4,452.00 | GENERAL | POLICE | R&M/VEHICLES |
| COMMUNICATION WORKS | 10 -5-16-51300 | PPD38 MNTNCE | 4,045.20 | GENERAL | POLICE | R&M/VEHICLES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|------------------------------|------------|---------|------------|--------------------------|
| BEARD BROTHERS INC | 10 -5-16-51300 | PPD32 REPAIR | 4,960.83 | GENERAL | POLICE | R&M/VEHICLES |
| KLEIN THORPE&JENKINS LT | 10 -5-16-53200 | JAN26 LEGAL-POLICE | 185.50 | GENERAL | POLICE | LEGAL FEES |
| IV NET | 10 -5-16-56100 | MAR26 PORT CHARGES | 75.00 | GENERAL | POLICE | TELEPHONE/INTERNET/CABLE |
| PEERLESS NETWORK | 10 -5-16-56100 | 65546-2650 PEORIA ST | 240.91 | GENERAL | POLICE | TELEPHONE/INTERNET/CABLE |
| COMCAST BUSINESS | 10 -5-16-56100 | POLC INTERNET TO 3/15 | 718.00 | GENERAL | POLICE | TELEPHONE/INTERNET/CABLE |
| COMCAST BUSINESS | 10 -5-16-56100 | POLC PHONE TO 3/15 | 419.95 | GENERAL | POLICE | TELEPHONE/INTERNET/CABLE |
| MARCO TECHNOLOGIES LLC | 10 -5-16-56400 | POLC MAINT 3/26 | 1,582.72 | GENERAL | POLICE | MAINTENANCE AGREEMENTS |
| AMEREN ILLINOIS | 10 -5-16-57100 | 13260-71020 2650 N PEORIA ST | (442.97) | GENERAL | POLICE | UTILITIES |
| AMEREN ILLINOIS | 10 -5-16-57100 | 13260-71020 2650 N PEORIA ST | 1,166.83 | GENERAL | POLICE | UTILITIES |
| IL VALLEY EXCAVATING IN | 10 -5-16-59900 | SNOW REMOVAL SVCS | 1,239.50 | GENERAL | POLICE | CONTRACTUAL SERVICE |
| STERICYCLE, INC. | 10 -5-16-59900 | NEEDLE DISPOSAL | 147.26 | GENERAL | POLICE | CONTRACTUAL SERVICE |
| AMAZON CAPITAL SERVICES | 10 -5-16-65200 | OFFICE SUPPLIES | 84.54 | GENERAL | POLICE | OPERATING SUPPLIES |
| MICHLIG ENERGY LTD | 10 -5-16-65200 | GENERATOR FUEL | 929.47 | GENERAL | POLICE | OPERATING SUPPLIES |
| TRANSUNION RISK AND ALT | 10 -5-16-68400 | TLO | 100.00 | GENERAL | POLICE | COMPUTER SOFTWARE |
| LASALLE PUBLISHING | 10 -5-16-92900 | POLICE OFFCR AD | 81.60 | GENERAL | POLICE | MISCELLANEOUS EXPENSE |
| GRAPHIC ELECTRONICS INC | 10 -5-16-92900 | CITIZENSHIP AWARD | 38.00 | GENERAL | POLICE | MISCELLANEOUS EXPENSE |
| JOHN DEERE FINANCIAL | 10 -5-17-47100 | KROLAK UNIF | 70.00 | GENERAL | FIRE | CLOTHING ALLOWANCE |
| DINGES FIRE COMPANY | 10 -5-17-51200 | EXTRACTOR/WASHER | 5,985.30 | GENERAL | FIRE | R&M/EQUIPMENT |
| FAST | 10 -5-17-51300 | 311 MNTNCE | 1,846.08 | GENERAL | FIRE | R&M/VEHICLES |
| FAST | 10 -5-17-51300 | 311 MNTNCE | 9,647.10 | GENERAL | FIRE | R&M/VEHICLES |
| FAST | 10 -5-17-51300 | 317 MNTNCE | 1,312.50 | GENERAL | FIRE | R&M/VEHICLES |
| OSF MEDICAL GROUP-OCCUP | 10 -5-17-53420 | MED SVCS-FIRE | 5,491.00 | GENERAL | FIRE | MEDICAL SERVICES |
| PEERLESS NETWORK | 10 -5-17-56100 | 1128974-816 W ST | 86.97 | GENERAL | FIRE | TELEPHONE/INTERNET/CABLE |
| AMEREN ILLINOIS | 10 -5-17-57100 | 95733-05296 1503 4TH FIRE | (1,494.16) | GENERAL | FIRE | UTILITIES |
| AMEREN ILLINOIS | 10 -5-17-57100 | 95733-05296 1503 4TH FIRE | 2,776.45 | GENERAL | FIRE | UTILITIES |
| CINTAS CORP #396 | 10 -5-17-59900 | CITY HALL/FIRE MATS/SUPPL | 40.66 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-17-59900 | CITY HALL/FIRE MATS | 40.66 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| CINTAS CORPORATION | 10 -5-17-59900 | FIRE-CABNT SERV | 7.53 | GENERAL | FIRE | CONTRACTUAL SERVICE |
| AMAZON CAPITAL SERVICES | 10 -5-19-47100 | RIVERA CA RETURN | (89.00) | GENERAL | STREET | CLOTHING ALLOWANCE |
| AMAZON CAPITAL SERVICES | 10 -5-19-47100 | RIVERA CA RETURN | (89.00) | GENERAL | STREET | CLOTHING ALLOWANCE |
| MARTIN EQUIPMENT OF IL | 10 -5-19-51200 | JD 335P MNTNCE | 479.18 | GENERAL | STREET | R&M/EQUIPMENT |
| MARTIN EQUIPMENT OF IL | 10 -5-19-51200 | BACKHOE BUCKET | 2,263.01 | GENERAL | STREET | R&M/EQUIPMENT |
| MARTIN EQUIPMENT OF IL | 10 -5-19-51200 | COTTER PIN | 1.57 | GENERAL | STREET | R&M/EQUIPMENT |
| T & T HYDRAULICS | 10 -5-19-51200 | PARTS | 138.54 | GENERAL | STREET | R&M/EQUIPMENT |
| T & T HYDRAULICS | 10 -5-19-51200 | PARTS | 283.16 | GENERAL | STREET | R&M/EQUIPMENT |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|--------------------------|------------|---------|---------------------|--------------------------|
| NAPA AUTO PARTS | 10 -5-19-51300 | D304 FILTER | 48.29 | GENERAL | STREET | R&M/VEHICLES |
| NAPA AUTO PARTS | 10 -5-19-51300 | D304 STRAIGHT TUBING | 71.90 | GENERAL | STREET | R&M/VEHICLES |
| NAPA AUTO PARTS | 10 -5-19-51300 | D304 U-BOLT | 25.98 | GENERAL | STREET | R&M/VEHICLES |
| MIDWEST WHEEL COMPANIES | 10 -5-19-51300 | LED MICROBAR | 347.04 | GENERAL | STREET | R&M/VEHICLES |
| CHAMLIN & ASSOCIATES IN | 10 -5-19-51450 | PLANK RD WIDENING | 4,588.00 | GENERAL | STREET | PLANK RD PROJ GRNT CNSTR |
| KLEIN THORPE&JENKINS LT | 10 -5-19-53200 | JAN26 LEGAL-PW | 236.00 | GENERAL | STREET | LEGAL FEES |
| PEERLESS NETWORK | 10 -5-19-56100 | 1128977-1012 PEORIA ST | 82.57 | GENERAL | STREET | TELEPHONE/INTERNET/CABLE |
| AMEREN ILLINOIS | 10 -5-19-57100 | 15285-27851 RT 251 | (59.70) | GENERAL | STREET | UTILITIES |
| AMEREN ILLINOIS | 10 -5-19-57100 | 35940-87050 4003 PLNK RD | (3,739.01) | GENERAL | STREET | UTILITIES |
| AMEREN ILLINOIS | 10 -5-19-57100 | 15285-27851 RT 251 | 73.92 | GENERAL | STREET | UTILITIES |
| AMEREN ILLINOIS | 10 -5-19-57100 | 35940-87050 4003 PLNK RD | 3,468.93 | GENERAL | STREET | UTILITIES |
| KENDRICK PEST CONTROL I | 10 -5-19-59900 | 8TH & GREEN | 20.00 | GENERAL | STREET | CONTRACTUAL SERVICE |
| CINTAS CORPORATION | 10 -5-19-59900 | PW CABNT SERV | 144.62 | GENERAL | STREET | CONTRACTUAL SERVICE |
| MICHAEL TODD INDUSTRIAL | 10 -5-19-61200 | NO PARKING SIGNS | 256.90 | GENERAL | STREET | SIGNS |
| BATTERIES & THINGS | 10 -5-19-65200 | BATTERIES | 12.75 | GENERAL | STREET | OPERATING SUPPLIES |
| LIFESAVERS INC | 10 -5-19-65200 | DEFIB PKG | 1,338.82 | GENERAL | STREET | OPERATING SUPPLIES |
| S J SMITH CO., INC | 10 -5-19-65200 | ARGON MIX | 5.88 | GENERAL | STREET | OPERATING SUPPLIES |
| MATCO TOOLS | 10 -5-19-65200 | PLIER SET | 100.00 | GENERAL | STREET | OPERATING SUPPLIES |
| PEARL TECHNOLOGY LLC | 10 -5-19-65200 | MS 365 LICENS RNWL | 110.07 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | 7 LEATHER WORK GLOVES | 150.03 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | 2 TOUCHSRN WORK GLVS | 100.00 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | FLOOR RUNNER MATS | 116.50 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | BATTERIES/SNACKS | 80.67 | GENERAL | STREET | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-19-65200 | 5 LEATHER WORK GLOVES | 142.46 | GENERAL | STREET | OPERATING SUPPLIES |
| HYVEE | 10 -5-19-65500 | MAR26 STMT-STREET | 119.85 | GENERAL | STREET | FUEL & OIL VEHICLES |
| ARNESON OIL COMPANY | 10 -5-19-65500 | DIESEL FUEL | 1,563.82 | GENERAL | STREET | FUEL & OIL VEHICLES |
| ARNESON OIL COMPANY | 10 -5-19-65500 | DIESEL FUEL | 997.42 | GENERAL | STREET | FUEL & OIL VEHICLES |
| ARNESON OIL COMPANY | 10 -5-19-65500 | DIESEL FUEL | 1,853.16 | GENERAL | STREET | FUEL & OIL VEHICLES |
| DEERE CREDIT INC | 10 -5-19-72370 | 030-0074839-000/PAY 52 | 38.93 | GENERAL | STREET | INT-JOHN DEERE CREDIT |
| DEERE CREDIT INC | 10 -5-19-88400 | 030-0074839-000/PAY 52 | 2,058.53 | GENERAL | STREET | NEW EQUIPMENT/VEHICLES |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | MUN BLDG | 40.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS/STRUCTURES |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | FIRE | 40.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS/STRUCTURES |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | CEMETERY | 35.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS/STRUCTURES |
| KENDRICK PEST CONTROL I | 10 -5-22-51100 | PW BLDG | 35.00 | GENERAL | BUILDINGS & GROUNDS | R&M/BUILDINGS/STRUCTURES |
| MENARDS | 10 -5-22-51700 | SUPPLIES-BAKER LK SIGN | 239.04 | GENERAL | BUILDINGS & GROUNDS | R&M/GROUNDS |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-------------------------------|----------|---------|---------------------|--------------------------|
| MENARDS | 10 -5-22-51700 | SUPPLIES-BAKER LAKE SIGN | 36.28 | GENERAL | BUILDINGS & GROUNDS | R&M/GROUNDS |
| MENARDS | 10 -5-22-51700 | WALL CAP BAKER LAKE | 31.90 | GENERAL | BUILDINGS & GROUNDS | R&M/GROUNDS |
| PEERLESS NETWORK | 10 -5-22-56100 | 1128988-1901 4TH ST-ADM | 532.87 | GENERAL | BUILDINGS & GROUNDS | TELEPHONE |
| AMEREN ILLINOIS | 10 -5-22-57100 | BOAT LAUNCH LTS | (23.56) | GENERAL | BUILDINGS & GROUNDS | UTILITIES |
| AMEREN ILLINOIS | 10 -5-22-57100 | 77250-21000 1901 4TH | (783.32) | GENERAL | BUILDINGS & GROUNDS | UTILITIES |
| AMEREN ILLINOIS | 10 -5-22-57100 | BOAT LAUNCH LTS | 35.67 | GENERAL | BUILDINGS & GROUNDS | UTILITIES |
| AMEREN ILLINOIS | 10 -5-22-57100 | 77250-21000 1901 4TH | 840.17 | GENERAL | BUILDINGS & GROUNDS | UTILITIES |
| TK ELEVATOR CORP | 10 -5-22-59900 | QTRLY ELEV MAINT | 952.59 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| STUARD & ASSOCIATES INC | 10 -5-22-59900 | ELEVATOR INSPECTION | 220.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-22-59900 | CITY HALL/FIRE MATS/SUPPL | 75.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| CINTAS CORP #396 | 10 -5-22-59900 | CITY HALL/FIRE MATS | 75.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| REPUBLIC SERVICES #792 | 10 -5-22-59900 | BOAT RAMP WASTE CONTAINER | 189.06 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| SERVICEMASTER BEST CLEA | 10 -5-22-59900 | PW FEB26 CLEAN | 650.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| ILLINOIS MILITARY MAINT | 10 -5-22-59900 | CLEAN 2/1-2/28 | 800.00 | GENERAL | BUILDINGS & GROUNDS | CONTRACTUAL SERVICE |
| BATTERIES & THINGS | 10 -5-22-65200 | BATTERIES | 4.25 | GENERAL | BUILDINGS & GROUNDS | OPERATING SUPPLIES |
| LIFESAVERS INC | 10 -5-22-65200 | DEFIB PKG | 524.93 | GENERAL | BUILDINGS & GROUNDS | OPERATING SUPPLIES |
| AMEREN ILLINOIS | 10 -5-23-57100 | 29031-01038 1301 PARK RD | (184.67) | GENERAL | PARKS | UTILITIES |
| AMEREN ILLINOIS | 10 -5-23-57100 | 29031-01038 1301 PARK RD | 308.48 | GENERAL | PARKS | UTILITIES |
| IRON SLEEK, INC | 10 -5-23-59900 | ICE RINK STORAGE | 6,000.00 | GENERAL | PARKS | CONTRACTUAL SERVICE |
| MENARDS | 10 -5-23-65200 | SUPPLIES SHOP | 165.59 | GENERAL | PARKS | OPERATING SUPPLIES |
| BATTERIES & THINGS | 10 -5-23-65200 | BATTERIES | 21.25 | GENERAL | PARKS | OPERATING SUPPLIES |
| LIFESAVERS INC | 10 -5-23-65200 | DEFIB PKG | 1,444.80 | GENERAL | PARKS | OPERATING SUPPLIES |
| LIFESAVERS INC | 10 -5-23-65200 | DEFIB PKG | 524.93 | GENERAL | PARKS | OPERATING SUPPLIES |
| IL DEPT OF AGRICULTURE | 10 -5-23-65200 | LICENSE FEE-GHIGHI | 180.00 | GENERAL | PARKS | OPERATING SUPPLIES |
| ADVANCED TURF SOLUTIONS | 10 -5-23-65200 | SPRAY TIPS | 208.20 | GENERAL | PARKS | OPERATING SUPPLIES |
| FIRST WESTERN EQUIPMENT | 10 -5-23-72370 | LEASE/PURCH | 43.02 | GENERAL | PARKS | LEASE FEES/INTEREST |
| NEW EQUIPMENT LEASING I | 10 -5-23-72370 | 2023 EXMARK MOWER-PAY 36 | 2,161.00 | GENERAL | PARKS | LEASE FEES/INTEREST |
| FIRST WESTERN EQUIPMENT | 10 -5-23-88000 | LEASE/PURCH | 507.15 | GENERAL | PARKS | NEW EQUIPMENT |
| CHAMLIN & ASSOCIATES IN | 10 -5-23-89500 | OSLAD GRANT WASH PRK | 8,042.00 | GENERAL | PARKS | CONSTRUCTION |
| CHAMLIN & ASSOCIATES IN | 10 -5-23-89500 | OSLAD GRANT SVCS | 1,106.00 | GENERAL | PARKS | CONSTRUCTION |
| ASSOCIATED POSTERS, INC | 10 -5-23-92900 | HAPP FLD BANNER | 864.02 | GENERAL | PARKS | MISCELLANEOUS EXP |
| PEERLESS NETWORK | 10 -5-24-56100 | 1128981-2121 SHOOTING PARK RD | 96.09 | GENERAL | CEMETERY | TELEPHONE/INTERNET/CABLE |
| AMEREN ILLINOIS | 10 -5-24-57100 | 56462-08657 SHOOTING PK RD | (358.74) | GENERAL | CEMETERY | UTILITIES |
| AMEREN ILLINOIS | 10 -5-24-57100 | 87671-76497 MAUSOLEUM | (69.35) | GENERAL | CEMETERY | UTILITIES |
| AMEREN ILLINOIS | 10 -5-24-57100 | 56462-08657 SHOOTING PK RD | 343.43 | GENERAL | CEMETERY | UTILITIES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|------------------------------|-----------|--------------|--------------------|-----------------------------|
| AMEREN ILLINOIS | 10 -5-24-57100 | 87671-76497 MAUSOLEUM | 73.54 | GENERAL | CEMETERY | UTILITIES |
| CINTAS CORPORATION | 10 -5-24-59900 | CMTRY-CAB SVC | 62.08 | GENERAL | CEMETERY | CONTRACTUAL SERVICE |
| CINTAS CORPORATION | 10 -5-24-59900 | CMTRY EYEWASH STN | 130.00 | GENERAL | CEMETERY | CONTRACTUAL SERVICE |
| NAPA AUTO PARTS | 10 -5-24-65200 | STOP LEAK | 32.98 | GENERAL | CEMETERY | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-29-65200 | OFFICE SUPPLIES | 99.43 | GENERAL | HR HEALTH&WELLNESS | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 10 -5-29-65200 | OFFICE SUPPLIES | 44.96 | GENERAL | HR HEALTH&WELLNESS | OPERATING SUPPLIES |
| OLD DOMINION FREIGHT LI | 29 -5-90-92550 | 2024 TAX YR REIMB-TIF II | 9,792.86 | PERU INDUST | OPERATING EXPENSES | DEVELOPER REIMBURSEMENT |
| IL LAND TRUST #7417 DBA | 29 -5-90-92550 | 2024 TAX YR REIMB-TIF II | 7,315.65 | PERU INDUSTR | OPERATING EXPENSES | DEVELOPER REIMBURSEMENT |
| GB REAL ESTATE HOLDINGS | 29 -5-90-92550 | 2024 TAX YR REIMB-TIF II | 4,056.76 | PERU INDUST | OPERATING EXPENSES | DEVELOPER REIMBURSEMENT |
| CLEMENCEAU LOGISTICS AS | 29 -5-90-92550 | 2024 TAX YR REIMB-TIF II | 13,412.20 | PERU INDUSTR | OPERATING EXPENSES | DEVELOPER REIMBURSEMENT |
| PERU HOTEL GROUP LLC | 30 -5-90-92550 | 2024 TAX YR REIMB-TIF III | 34,038.63 | NORTH PERU | OPERATING EXPENSES | DEVELOPER REIMB |
| X-ERCISE SCIENCE INC | 31 -5-90-92500 | 2024 TAX YR REIMB-TIF IV | 2,724.22 | DOWNTOWN T | OPERATING EXPENSES | GENERAL FUND REIMB |
| CUSTOM TRUCK CAPITAL | 60 -20340 | CS-37162/PAY3 | 17,335.93 | UTILITY | NA | LEASE PURCHASE PAYABLE |
| LETTERKRAFT PRINTERS | 60 -5-12-56000 | FINAL NOTICE POSTCARDS FEB26 | 679.54 | UTILITY | CLERK'S OFFICE | POSTAGE |
| CREATIVE SERVICES | 60 -5-12-56000 | FEB26 UTIL BILLS | 3,217.47 | UTILITY | CLERK'S OFFICE | POSTAGE |
| CREATIVE SERVICES | 60 -5-12-59900 | FEB26 UTIL BILLS | 580.22 | UTILITY | CLERK'S OFFICE | CONTRACTUAL SERVICE |
| LETTERKRAFT PRINTERS | 60 -5-12-65200 | FINAL NOTICE POSTCARDS FEB26 | 211.66 | UTILITY | CLERK'S OFFICE | OPERATING SUPPLIES |
| PEARL TECHNOLOGY LLC | 60 -5-12-65200 | MS 365 LICENS RNWL | 62.20 | UTILITY | CLERK'S OFFICE | OPERATING SUPPLIES |
| TYNDALE ENTERPRISES INC | 60 -5-15-47100 | MINNICK CA | 982.95 | UTILITY | ADMINISTRATIVE | CLOTHING ALLOWANCE |
| CYBER MARKETING NETWORK | 60 -5-15-47100 | FELDOTT CA BOOTS | 227.96 | UTILITY | ADMINISTRATIVE | CLOTHING ALLOWANCE |
| CHAMLIN & ASSOCIATES IN | 60 -5-15-53100 | ELEC MISC ENGINEERING | 3,134.00 | UTILITY | ADMINISTRATIVE | ENGINEERING EXPENSE |
| BHMG ENGINEERS | 60 -5-15-53100 | EPA & ANN RPT | 1,200.00 | UTILITY | ADMINISTRATIVE | ENGINEERING EXPENSE |
| OSF MEDICAL GROUP-OCCUP | 60 -5-15-53400 | DRUG SCREENS | 54.00 | UTILITY | ADMINISTRATIVE | OTHER PROFESSIONAL SERVICES |
| OSF MEDICAL GROUP-OCCUP | 60 -5-15-53400 | DRUG SCREENS | 136.00 | UTILITY | ADMINISTRATIVE | OTHER PROFESSIONAL SERVICES |
| PEARL TECHNOLOGY LLC | 60 -5-15-53450 | ELEC DOMAIN MIGRATION | 9,000.00 | UTILITY | ADMINISTRATIVE | CONSULTING SERVICES |
| PAYMENTECH | 60 -5-15-53500 | JAN26 CC FEES | 718.11 | UTILITY | ADMINISTRATIVE | BANK FEES/SERVICE CHARGES |
| PAYMENTECH | 60 -5-15-53500 | JAN26 WEB FEES | 3,418.82 | UTILITY | ADMINISTRATIVE | BANK FEES/SERVICE CHARGES |
| IV NET | 60 -5-15-56100 | MAR26 PORT CHARGES | 150.00 | UTILITY | ADMINISTRATIVE | TELEPHONE/INTERNET/CABLE |
| PEERLESS NETWORK | 60 -5-15-56100 | 1128979 4005 PLANK RD | 96.09 | UTILITY | ADMINISTRATIVE | TELEPHONE/INTERNET/CABLE |
| CINTAS CORP #396 | 60 -5-15-59900 | PW MATS/SUPPL | 321.88 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| CINTAS CORP #396 | 60 -5-15-59900 | ELEC MATS/SUPPL | 103.95 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| CINTAS CORP #396 | 60 -5-15-59900 | PW MATS/SUPPL | 96.60 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| CINTAS CORP #396 | 60 -5-15-59900 | ELEC MATS/SUPPL | 123.77 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| SERVICEMASTER BEST CLEA | 60 -5-15-59900 | ELEC FEB26 CLEAN | 975.00 | UTILITY | ADMINISTRATIVE | CONTRACTUAL SERVICES |
| BATTERIES & THINGS | 60 -5-15-65200 | BATTERIES | 59.50 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|------------------------------|--------------|---------|---------------------|---------------------------|
| LIFESAVERS INC | 60 -5-15-65200 | DEFIB PKG | 2,311.68 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| PEARL TECHNOLOGY LLC | 60 -5-15-65200 | MS 365 LICENS RNWL | 26.63 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| AMAZON CAPITAL SERVICES | 60 -5-15-65200 | OFFICE SUPPLIES | 219.99 | UTILITY | ADMINISTRATIVE | OPERATING SUPPLIES |
| KENDRICK PEST CONTROL I | 60 -5-61-51100 | PLANT & BLDGS | 15.00 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| KENDRICK PEST CONTROL I | 60 -5-61-51100 | HYDRO | 15.00 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| SEICO, INC | 60 -5-61-51100 | ELEC DOOR MNTNCE | 996.56 | UTILITY | POWER & GENERATION | R&M/BUILDINGS |
| BHMG ENGINEERS | 60 -5-61-53100 | COORDNTN STUDY | 893.80 | UTILITY | POWER & GENERATION | ENGINEERING EXPENSE |
| IL MUNICIPAL ELECTRIC A | 60 -5-61-64310 | FEB 2026 LARGE POWER | 1,463,700.34 | UTILITY | POWER & GENERATION | LARGE POWER PURCHASE |
| DUBBERSTINE LOCKSMITH S | 60 -5-61-65200 | PADLOCKS | 4,324.32 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| ULINE | 60 -5-61-65200 | SWEEPING COMPOUND | 445.20 | UTILITY | POWER & GENERATION | OPERATING SUPPLIES |
| AMEREN ILLINOIS | 60 -5-61-66720 | 69001-44002 4003 PLNK RD | 1,769.50 | UTILITY | POWER & GENERATION | UTILITIES |
| ROCKFORD RIGGING INC | 60 -5-62-51200 | CM PEPAIR | 130.94 | UTILITY | DISTRIBUTION SYSTEM | R&M/EQUIPMENT |
| CENTRAL MILLWRIGHT SERV | 60 -5-62-51200 | FABRICATE ELEC BRACKETS | 857.40 | UTILITY | DISTRIBUTION SYSTEM | R&M/EQUIPMENT |
| LADZINSKI CEMENT FINISH | 60 -5-62-51290 | SCHUYLER ST-ELEC | 1,115.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| ATLAS CRANE SERVICE | 60 -5-62-51290 | CRANE SVC | 2,350.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| ECHO ELECTRIC | 60 -5-62-51290 | STOCK | 313.80 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| FLETCHER-REINHARDT COMP | 60 -5-62-51290 | BRACKET/CABLE | 3,201.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| FLETCHER-REINHARDT COMP | 60 -5-62-51290 | CONNECTORS | 450.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| FLETCHER-REINHARDT COMP | 60 -5-62-51290 | CONNECTORS | 436.00 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| TALLMAN EQUIPMENT CO | 60 -5-62-51290 | WIRE/JAW GRIP | 490.30 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| DESOTO TREATED MATERIAL | 60 -5-62-51290 | 41 POLES | 13,950.25 | UTILITY | DISTRIBUTION SYSTEM | R&M/DIST EQUIP/LINES/SVCS |
| MAZE LUMBER COMPANY | 60 -5-62-65200 | STAKES | 62.09 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| MENARDS | 60 -5-62-65200 | SUPPLIES | 30.35 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| MENARDS | 60 -5-62-65200 | PIPE | 63.98 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| MENARDS | 60 -5-62-65200 | DEHUMIDIFIER | 159.99 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| FLETCHER-REINHARDT COMP | 60 -5-62-65200 | TAPE | 205.80 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| FLETCHER-REINHARDT COMP | 60 -5-62-65200 | TAPE/BOLT | 429.00 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| TALLMAN EQUIPMENT CO | 60 -5-62-65200 | 4 MANHOLE COVER HOOKS | 238.62 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| JOHN DEERE FINANCIAL | 60 -5-62-65200 | SUPPLIES | 10.99 | UTILITY | DISTRIBUTION SYSTEM | OPERATING SUPPLIES |
| FLETCHER-REINHARDT COMP | 60 -5-63-51200 | LED ROADWAY LIGHT | 440.00 | UTILITY | STREET LIGHTING | R&M/EQUIPMENT |
| CLEGG-PERKINS ELECTRIC | 60 -5-63-51420 | RTE 251 & 38TH-INSPECT/PARTS | 5,852.00 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |
| CLEGG-PERKINS ELECTRIC | 60 -5-63-51420 | 80 &251 CABINET CLEANING | 3,698.75 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |
| CLEGG-PERKINS ELECTRIC | 60 -5-63-51420 | 80 & 251 CABINET REBUILD | 6,363.85 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |
| CLEGG-PERKINS ELECTRIC | 60 -5-63-51420 | WEST & RT6 CONTROLLER | 1,590.00 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |
| CLEGG-PERKINS ELECTRIC | 60 -5-63-51420 | RT251 & 38TH | 881.28 | UTILITY | STREET LIGHTING | R&M/TRAFFIC SIGNALS |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|---------------------------|-----------|---------|---------------------|--------------------------|
| TEST INC. | 60 -5-64-51200 | HYDRO TEST | 16.00 | UTILITY | HYDROELECTRIC PLANT | R&M/EQUIPMENT |
| CENTRAL MILLWRIGHT SERV | 60 -5-64-51200 | HYDRO GEN MNTNCE | 770.88 | UTILITY | HYDROELECTRIC PLANT | R&M/EQUIPMENT |
| PEERLESS NETWORK | 60 -5-64-56100 | 1128971 952 N 27TH | 163.15 | UTILITY | HYDROELECTRIC PLANT | TELEPHONE |
| NEW PIG | 60 -5-64-65200 | HI-VIS ABSORBENT MAT ROLL | 402.93 | UTILITY | HYDROELECTRIC PLANT | OPERATING SUPPLIES |
| KENDRICK PEST CONTROL I | 60 -5-72-51100 | DISPOSAL PLANT | 35.00 | UTILITY | WTP/WWTP | R&M BUILDINGS |
| KENDRICK PEST CONTROL I | 60 -5-72-51100 | WPWTP | 35.00 | UTILITY | WTP/WWTP | R&M BUILDINGS |
| CENTRAL MILLWRIGHT SERV | 60 -5-72-51100 | WWTP PIPING INSTLL | 5,329.68 | UTILITY | WTP/WWTP | R&M BUILDINGS |
| CENTRAL MILLWRIGHT SERV | 60 -5-72-51200 | WWTP PUMP REBUILD/MNTNCE | 4,252.48 | UTILITY | WTP/WWTP | R&M EQUIPMENT |
| TEST INC. | 60 -5-72-51210 | PLC SERVICES WWTP | 1,050.00 | UTILITY | WTP/WWTP | R&M COMPUTERS |
| GREAT LAKES WATER RESOU | 60 -5-72-51290 | WELL 5 EMERG RPRS | 58,379.00 | UTILITY | WTP/WWTP | R&M WELLS |
| TEST INC. | 60 -5-72-52804 | WATER & WWTP CONTRACT | 23,681.61 | UTILITY | WTP/WWTP | WS/WWTP SERVICE CONTRACT |
| CHAMLIN & ASSOCIATES IN | 60 -5-72-53100 | WWTP & WTP MASTER PLAN | 4,265.00 | UTILITY | WTP/WWTP | ENGINEERING |
| CHAMLIN & ASSOCIATES IN | 60 -5-72-53100 | WELL 9 MNTNCE | 430.00 | UTILITY | WTP/WWTP | ENGINEERING |
| CHAMLIN & ASSOCIATES IN | 60 -5-72-53100 | WELL 7 MNTNCE | 660.00 | UTILITY | WTP/WWTP | ENGINEERING |
| TEST INC. | 60 -5-72-53850 | EAKAS PT ANALYSIS | 824.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | UNYTITE PT ANALYSIS | 539.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | PRETIUM PT ANALYSIS | 560.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | DIAMOND TW PT ANALYSIS | 617.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | EAKAS PT ANALYSIS | 72.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | JAS HARDIE PT ANALYSIS | 53.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | EPSILYTE PT ANALYSIS | 770.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | EPSILYTE PT ANALYSIS | 770.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | JAS HARDIE PT ANALYSIS | 603.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | DIAMOND TW PT ANALYSIS | 40.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | NANOCHEM PT ANALYSIS | 654.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| TEST INC. | 60 -5-72-53850 | JAS HARDIE PT ANALYSIS | 53.00 | UTILITY | WTP/WWTP | ANALYSIS PRETREATMENT |
| PEERLESS NETWORK | 60 -5-72-56100 | 1128970 2901 PEORIA ST | 167.22 | UTILITY | WTP/WWTP | TELEPHONE |
| AIRGAS USA, LLC-NORTH D | 60 -5-72-59310 | CYLINDER LEASES | 736.61 | UTILITY | WTP/WWTP | EQUIPMENT RENTAL |
| REPUBLIC SERVICES #792 | 60 -5-72-59900 | WWTP WASTE CONTAINER | 12,035.01 | UTILITY | WTP/WWTP | CONTRACTUAL SERVICE |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,636.00 | UTILITY | WTP/WWTP | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,577.50 | UTILITY | WTP/WWTP | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,430.50 | UTILITY | WTP/WWTP | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,447.00 | UTILITY | WTP/WWTP | SALT |
| MIDWEST SALT | 60 -5-72-61300 | SALT | 3,403.50 | UTILITY | WTP/WWTP | SALT |
| JTS POOLS INC | 60 -5-72-62000 | REGAL TABS | 39.99 | UTILITY | WTP/WWTP | CHEMICALS FOR TREATMENT |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|-------------------------|----------------|-----------------------------|-----------|---------|--------------------|--------------------------|
| JTS POOLS INC | 60 -5-72-62000 | REGAL TABS | 159.99 | UTILITY | WTP/WWTP | CHEMICALS FOR TREATMENT |
| HAWKINS, INC | 60 -5-72-62000 | AZONE | 2,165.50 | UTILITY | WTP/WWTP | CHEMICALS FOR TREATMENT |
| HAWKINS, INC | 60 -5-72-62000 | AZONE/SODIUM THIOSULFASTE | 3,503.60 | UTILITY | WTP/WWTP | CHEMICALS FOR TREATMENT |
| HAWKINS, INC | 60 -5-72-62000 | AZONE | 1,771.61 | UTILITY | WTP/WWTP | CHEMICALS FOR TREATMENT |
| AMEREN ILLINOIS | 60 -5-72-66720 | 09973-76815 RT 6 WEST | 2,245.86 | UTILITY | WTP/WWTP | UTILITIES |
| AMEREN ILLINOIS | 60 -5-72-66720 | 16520-07000 900 BRUNNER | 133.46 | UTILITY | WTP/WWTP | UTILITIES |
| AMEREN ILLINOIS | 60 -5-72-66720 | 60154-25937 901 BRUNNER | 1,013.37 | UTILITY | WTP/WWTP | UTILITIES |
| UTILITY EQUIPMENT CO | 60 -5-73-51520 | PROSPECT/ST VINC. | 376.00 | UTILITY | WATER DISTRIBUTION | R&M/WATER MAINS |
| SKI SEALCOATING & MAINT | 60 -5-73-51520 | WM BREAK-CHURCH ST | 44,577.00 | UTILITY | WATER DISTRIBUTION | R&M/WATER MAINS |
| CHAPMAN'S MECHANICAL | 60 -5-73-52000 | 2313 2ND ST | 239.80 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| CHAPMAN'S MECHANICAL | 60 -5-73-52000 | 1927 PULASKI ST | 177.75 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| WRIGHT EXCAVATING INC | 60 -5-73-52000 | VALVE REPAIR | 6,500.00 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| UNDERGROUND PIPE & VALV | 60 -5-73-52000 | SS REPAIR/COUPLING | 3,679.00 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| UNDERGROUND PIPE & VALV | 60 -5-73-52000 | COMPRESSION BALL | 476.00 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| UNDERGROUND PIPE & VALV | 60 -5-73-52000 | COMPRESSION ADAPTER | 320.00 | UTILITY | WATER DISTRIBUTION | R&M SEWERS |
| CHAMLIN & ASSOCIATES IN | 60 -5-73-53100 | INTERCEPTOR SWR CLNG | 262.00 | UTILITY | WATER DISTRIBUTION | ENGINEERING |
| PEERLESS NETWORK | 60 -5-73-56100 | 1128982 1352 E ROCK ST | 478.42 | UTILITY | WATER DISTRIBUTION | TELEPHONE/INTERNET/CABLE |
| PEERLESS NETWORK | 60 -5-73-56100 | 1128984 700 30TH ST | 82.57 | UTILITY | WATER DISTRIBUTION | TELEPHONE/INTERNET/CABLE |
| MENARDS | 60 -5-73-65200 | BRASS BALL VALVE FIP | 69.99 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| JOHN DEERE FINANCIAL | 60 -5-73-65200 | SUPPLIES | 195.91 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| CORE&MAIN | 60 -5-73-65200 | MARKING FLAGS | 420.00 | UTILITY | WATER DISTRIBUTION | OPERATING SUPPLIES |
| SUBSURFACE SOLUTIONS | 60 -5-73-65300 | LOCATOR POLE | 6,632.63 | UTILITY | WATER DISTRIBUTION | SMALL TOOLS |
| AMEREN ILLINOIS | 60 -5-73-66720 | 78187-01938 2909 PEORIA ST | 672.93 | UTILITY | WATER DISTRIBUTION | UTILITIES |
| AMEREN ILLINOIS | 60 -5-73-66720 | 86200-06895 BRUNNER ST | 338.50 | UTILITY | WATER DISTRIBUTION | UTILITIES |
| FIBER GUY LLC | 60 -5-74-51200 | SPLICING-JAMES HARDIE | 1,048.00 | UTILITY | FIBER | R&M FIBER |
| CIT TRUCKS-PERU 2650 | 60 -5-75-51300 | E205 MNTNCE | 2,478.92 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| JACK'S GAS & SERV INC | 60 -5-75-51300 | D303 INSPECTION | 115.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| ATD OF LASALLE COUNTY | 60 -5-75-51300 | E203 LETTERS | 130.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| MJ AUTOWERKS | 60 -5-75-51300 | E201 MNTNCE | 1,246.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| CENTRAL MILLWRIGHT SERV | 60 -5-75-51300 | ELEC LINE TRUCK MNTNCE | 756.32 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| COMMUNICATION WORKS | 60 -5-75-51300 | RADIO INSTALL | 7,032.00 | UTILITY | TRUCKS & VEHICLES | R&M/VEHICLES |
| CUSTOM TRUCK CAPITAL | 60 -5-76-72370 | CS-37162/PAY3 | 4,291.72 | UTILITY | BOND & INTEREST | INT-MERCH CAP RESOURC |
| ECHO ELECTRIC | 60 -5-77-88435 | CONDUIT-EAKAS | 99.30 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| UNITED RENTALS (NORTH A | 60 -5-77-88435 | MINI EXCAVATOR RENTAL-EAKAS | 362.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| FLETCHER-REINHARDT COMP | 60 -5-77-88435 | SWITCHS-EAKAS | 1,647.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |

| VENDOR | ACCOUNT | DETAIL | AMOUNT | FUND | DEPARTMENT | ACCOUNT DESCRIPTION |
|--|----------------|--------------------------|---------------------|----------|--------------------|---------------------------|
| FLETCHER-REINHARDT COMP | 60 -5-77-88435 | INSULATORS | 4,158.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| CRESCENT ELECTRIC SUPPL | 60 -5-77-88435 | UPC-EAKAS | 173.45 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| POWER SYSTEM ENGINEERIN | 60 -5-77-88435 | CONSULT-LABOR | 557.50 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| POWER SYSTEM ENGINEERIN | 60 -5-77-88435 | CONSULT-LABOR | 620.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| SUNBELT SOLOMON | 60 -5-77-88435 | 2 XFRMRS REWIND EAKAS | 400,000.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN ELEC |
| CHAMLIN & ASSOCIATES IN | 60 -5-77-88436 | EAKAS WM EXTENSION | 6,171.00 | UTILITY | PLANT & EQUIPMENT | EAKAS EXPANSN WM |
| CHAMLIN & ASSOCIATES IN | 60 -5-77-88500 | AREA 2 PH3&4 SS | 20,580.00 | UTILITY | PLANT & EQUIPMENT | SEWER SEPARATION PROJECTS |
| CHAMLIN & ASSOCIATES IN | 60 -5-77-88513 | N TRUNK LINE SWR | 8,054.00 | UTILITY | PLANT & EQUIPMENT | TRUNK LINE-SEWER |
| POWER SYSTEM ENGINEERIN | 60 -5-77-88850 | CONSULT-LABOR | 393.75 | UTILITY | PLANT & EQUIPMENT | SYSTEM UPGRADES |
| POWER SYSTEM ENGINEERIN | 60 -5-77-88850 | CONSULT-LABOR | 3,480.00 | UTILITY | PLANT & EQUIPMENT | SYSTEM UPGRADES |
| BHMG ENGINEERS | 60 -5-77-89830 | XRMR RPLCMNT ENG | 15,452.59 | UTILITY | PLANT & EQUIPMENT | WATER ST SUBSTATION |
| CHAMLIN & ASSOCIATES IN | 60 -5-77-89831 | HALM-REGIONAL DETENTION | 470.00 | UTILITY | PLANT & EQUIPMENT | MAY RD SUBSTATION |
| BHMG ENGINEERS | 60 -5-77-89831 | 138KV INTERCONNECTION | 2,638.41 | UTILITY | PLANT & EQUIPMENT | MAY RD SUBSTATION |
| PACE ANALYTICAL SERVICE | 80 -5-90-53850 | LF TEST 2026 Q1 | 9,372.00 | LANDFILL | OPERATING EXPENSES | ANALYSIS OF SAMPLES |
| ON SITE REPAIR SERVICES | 85 -5-90-51100 | HANGAR DOOR REPAIR | 2,190.28 | AIRPORT | OPERATING EXPENSES | R&M/BUILDINGS |
| GATZA ELECTRICAL CONTRA | 85 -5-90-51100 | ARPT HANGAR DOOR-SHOP | 137.00 | AIRPORT | OPERATING EXPENSES | R&M/BUILDINGS |
| CASSIDY TIRE PERU, LLC | 85 -5-90-51300 | A103 MNTNCE | 129.93 | AIRPORT | OPERATING EXPENSES | R&M/VEHICLES |
| EDG CONSULTANTS LLC | 85 -5-90-52650 | RUNWAY LIGHT MNTNCE | 2,045.00 | AIRPORT | OPERATING EXPENSES | R&M RUNWYS/APRNS/HNGR FL |
| IV NET | 85 -5-90-56100 | MAR26 PORT CHARGES | 50.00 | AIRPORT | OPERATING EXPENSES | TELEPHONE |
| PEERLESS NETWORK | 85 -5-90-56100 | 1128973-4251 ED URBAN DR | 354.88 | AIRPORT | OPERATING EXPENSES | TELEPHONE |
| AMEREN ILLINOIS | 85 -5-90-57100 | 13710-62063 4260 ED URB | 1,211.47 | AIRPORT | OPERATING EXPENSES | UTILITIES |
| AMEREN ILLINOIS | 85 -5-90-57100 | 61228-53139 PLNK RD | 1,347.59 | AIRPORT | OPERATING EXPENSES | UTILITIES |
| MENARDS | 85 -5-90-65200 | SUPPLIES | 249.28 | AIRPORT | OPERATING EXPENSES | OPERATING SUPPLIES |
| BATTERIES & THINGS | 85 -5-90-65200 | BATTERIES | 4.25 | AIRPORT | OPERATING EXPENSES | OPERATING SUPPLIES |
| LIFESAVERS INC | 85 -5-90-65200 | DEFIB PKG-AIRPORT | 524.93 | AIRPORT | OPERATING EXPENSES | OPERATING SUPPLIES |
| Total Accts Payable Disbursements | | | 2,494,086.68 | | | |

City of Peru Payroll Totals

| GENERAL FUND | Payroll |
|----------------------------------|-----------------------------|
| 10 ELECTED OFFICIALS | 7,410.57 |
| 12 CLERK'S OFFICE | 2,766.26 |
| 14 ENGINEER | 16,917.55 |
| 15 ADMINISTRATIVE | 1,275.24 |
| 16 POLICE | 121,075.98 |
| 17 FIRE | 31,773.25 |
| 19 STREET | 28,011.45 |
| 22 BUILDING & GROUNDS | 1,345.09 |
| 23 PARKS | 8,926.08 |
| 24 CEMETERY | 4,394.46 |
| 25 CITY GARAGE | 7,067.79 |
| 26 FINANCE | 10,863.86 |
| 27 IT | 10,908.11 |
| 28 CORP COUNSEL | 7,442.80 |
| 29 HUMAN RESOURCES | 7,577.25 |
| 10 TOTAL GENERAL FUND | <u>\$ 267,755.74</u> |
| UTILITY FUND | |
| 12 CLERK'S OFFICE | 6,973.54 |
| 15 ADMINISTRATIVE | 3,199.22 |
| 61 POWER & GENERATION | 11,701.97 |
| 62 DISTRIBUTION SYSTEM | 67,073.85 |
| 73 WATER DISTRIBUTION | 33,920.93 |
| 60 TOTAL UTILITY FUND | <u>\$ 122,869.51</u> |
| TOTAL ALL PAYROLL EXPENSE | <u>\$ 390,625.25</u> |

ORDINANCE NO _____

**AN ORDINANCE AMENDING CHAPTER 18 – AVIATION,
SEC. 18-2 – FEES AND CHARGES, OF THE CITY OF PERU
CODE OF ORDINANCES**

WHEREAS, the City of Peru, Illinois (“City”) is a home rule unit of local government and pursuant to Section 6(a) of Article VII of the 1970 Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, hangar rental and other fees and charges at the City’s airport have remained unchanged since 2012; and

WHEREAS, the City Council finds and determines that it is necessary, desirable, and in the best interests of the City to amend Chapter 18 – AVIATION, Sec. 18-2. – Fees and Charges, of the City of Peru Code of Ordinances to adjust hangar rental and other airport fees and charges to keep up with inflation and real estate taxes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as fact the recitals contained in the preamble to this Ordinance and hereby incorporates them herein by reference.

SECTION 2: Chapter 18 – AVIATION, Sec. 18-2. – Fees and Charges, of the City of Peru Code of Ordinances shall be and is hereby amended by deleting the stricken words and adding the underlined words as provided on the attached Exhibit A.

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law. This Ordinance shall be published in the Code of Ordinances, City of Peru, Illinois.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with ___ voting aye, ___ voting nay, ___ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 23rd day of March, 2026.

APPROVED: March 23, 2026

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

Jamey Mertel
City Clerk

| <u>Aldermen</u> | <u>Ave</u> | <u>Nav</u> | <u>Absent</u> |
|-----------------|------------|------------|---------------|
| Ballard | | | |
| Tieman | | | |
| Payton | | | |
| Edgcomb | | | |
| O'Sadnick | | | |
| Sapienza | | | |
| Lukosus | | | |
| Moreno | | | |

EXHIBIT A

Sec. 18-2. Fees and charges.

- (a) *Established.* The city hereby establishes the following rentals, fees, and charges for the airport effective May 1, 2026:
- (1) *T-hanger rentals.* Each tenant renting one of the 1—30 T-hanger spaces shall pay a monthly rental of ~~\$170.00~~ \$220.00 per stall, plus utilities. Each tenant renting one of the 31—38 T-hanger spaces shall pay a monthly rental of ~~\$210.00~~ \$260.00 per stall, plus utilities. These monthly rental rates shall increase annually on May 1st each year by 3%.
 - (2) *Group hangar rentals.* Each airport terminal/group hangar tenant shall pay a monthly rental of ~~\$170.00~~ \$220.00 per single-engine aircraft and ~~\$190.00~~ \$240.00 for each twin-engine aircraft occupying the airport terminal/group hangar. These monthly rental rates shall increase annually on May 1st each year by 3%.
 - (3) *Based tiedown fees.* Each operator of an aircraft based at the airport shall pay a monthly tiedown fee of ~~\$40.00~~ \$50.00.
 - (4) *Itinerant tiedown fees.* Each operator of an itinerant aircraft shall pay a tiedown fee of ~~\$5.00~~ \$10.00 per day.
 - (5) *Itinerant hangar fees.* An operator of an itinerant aircraft stored in the airport terminal/group hangar shall pay ~~\$25.00~~ \$35.00 per day for a single-engine aircraft and ~~\$35.00~~ \$45.00 per day for a twin-engine aircraft.
 - (6) *Terminal office rent.* Any tenant of exclusive office space within the airport terminal building shall be charged \$2.50 per square foot per month for such office space, which rental shall include utility services.
 - (7) *Meeting room.* Any user of the airport meeting room after regular airport business hours shall be charged ~~\$30.00~~ \$50.00 for the city maintenance staff, unless other arrangements are approved by the superintendent of public works.
- (b) *Rules, regulations and applicable agreements.* This section establishes only the general rates and fees due from users and/or tenants of the airport. Such rates and fees shall be charged in addition to any other rates and fees provided for in the rules and regulations of the airport or in individual fixed-base operation agreements or leases entered into with the city. The rules and regulations of the airport shall be followed by all users and/or tenants. Any commercial operations at the airport shall require a fixed-base operation agreement with the city. All fixed base operation agreements with the city shall require a minimum of \$500,000.00 of liability insurance with the city a named insured thereon.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF
A SALE AND DEVELOPMENT AGREEMENT WITH AMEREN
TRANSMISSION COMPANY OF ILLINOIS**

(1203 May Road, Peru | 3.511± acres)

WHEREAS, the City of Peru, Illinois ("City") is a home rule municipality pursuant to the provisions of Article VII, Section 6, of the 1970 Constitution of the State of Illinois, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the City’s home rule powers and the laws of the State of Illinois including, without limitation, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-4.1; the City is authorized to sell and convey real estate; and

WHEREAS, the City owns certain real estate commonly known as 1203 May Road in the City of Peru, which real estate consists of 3.511± acres legally described as follows:

Lot One (1) in Halm Subdivision in the City of Peru, being a part of the South Half (S ½) of Section Thirty-Three (33), Township Thirty-Four (34) North, Range One (1) East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the LaSalle County Recorder on January 28, 2026 as Doc. #2026-00868, situated in the City of Peru, LaSalle County, Illinois.

PIN: NOT YET ASSIGNED
Formerly part of PINs: 11-33-401-000 & 11-33-315-000

Address: 1203 May Road, Peru, IL 61354

(hereinafter, the “Subject Property”); and

WHEREAS, the City Council finds and determines that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City and, accordingly, deems the Subject Property surplus real estate; and

WHEREAS, the City seeks to increase the reliability, resiliency, and capacity of the electric transmission and distribution systems serving the City and surrounding area; and

WHEREAS, Ameren Transmission Company of Illinois (“Ameren”) desires to purchase the Subject Property for the purpose of constructing a 138-kV substation as part of the Illinois Valley Reliability Project (the “Project”), which Project aims to increase the reliability, resiliency, and capacity of the electric transmission and distribution systems serving the City and surrounding area; and

WHEREAS, the City has made certain site improvements to the Subject Property in preparation for its development as a substation; and

WHEREAS, the City desires to sell the Subject Property and has obtained a written certified commercial appraisal from Monique Withers of Greater Midwest Appraisals, who has determined that the fair market value of the improved Subject Property is Three Hundred Forty Thousand Dollars (\$340,000.00); and

WHEREAS, the City and Ameren have negotiated a Sale and Development Agreement, a copy of which is attached hereto and incorporated herein (the “Agreement”), whereby Ameren has agreed to purchase the Subject Property from the City for the sum of Six-Hundred Fifty Thousand Dollars (\$650,000.00); and

WHEREAS, the City Council finds and determines that the proposed purchase price for the Subject Property is reasonable, appropriate, and greater than 80% of the appraised value; that the City Council previously approved a Special Use for Subject Property for the proposed substation use by Ordinance No. 6953 adopted June 16, 2025; that the proposed substation development will increase the reliability, resiliency, and capacity of the electric transmission and distribution systems serving the City; that the substation development will promote economic development, job creation and growth of the City; and that executing the Agreement and selling the Subject Property pursuant to its terms are in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth and incorporates them as if fully restated herein.

SECTION 2: The City Council hereby approves the Sale and Development Agreement with Ameren Transmission Company of Illinois in the same or substantially similar form as that which is attached hereto, and the sale of the Subject Property pursuant to the terms thereof.

SECTION 3: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, the Agreement with Ameren. The Mayor, City Clerk, Corporation Counsel, and such other officers of the City as may be necessary, are hereby further authorized and directed to execute all documents and to perform all acts as may be necessary to sell and convey the Subject Property to Ameren pursuant to the terms of the Agreement.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage and approval as provided by law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with ____ voting aye, ____ voting nay, ____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 23rd day of March, 2026.

APPROVED: March 23, 2026

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

Jamey Mertel
City Clerk

| <u>Aldermen</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|-----------------|------------|------------|---------------|
| Ballard | | | |
| Tieman | | | |
| Payton | | | |
| Edgcomb | | | |
| O'Sadnick | | | |
| Sapienza | | | |
| Lukosus | | | |
| Moreno | | | |

SALE AND DEVELOPMENT AGREEMENT

This SALE AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of March, 2026 by and between the **CITY OF PERU**, an Illinois home rule municipal corporation (hereinafter, "City" or "Seller"), and **AMEREN TRANSMISSION COMPANY OF ILLINOIS**, an Illinois corporation with offices at 1901 Chouteau Avenue, St. Louis, Missouri 63103 (hereinafter, collectively, "Ameren" or "Purchaser"). The City and Ameren are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, the City is a home-rule municipal corporation organized and existing under the laws of the State of Illinois exercising the powers granted to it by Article VII, Section 6 of the Constitution of the State of Illinois, and by the statutes and laws of the State of Illinois; and

WHEREAS, the City, by and through its Electric Department, owns, operates and maintains a municipal electric utility system and provides electric utility services to residents and businesses within the City of Peru, Illinois; and

WHEREAS, Ameren is a public utility as defined in the Illinois Public Utilities Act, 220 ILCS 5/1-101 *et seq.*, engaged in the transmission and distribution of electricity within the State of Illinois; and

WHEREAS, the Parties seek to increase the reliability, resiliency, and capacity of the electric transmission and distribution systems serving the City and surrounding area; and

WHEREAS, the Parties have embarked upon the Illinois Valley Reliability Project (the "**Project**"), which includes the construction of a new, approximately 23-mile, 138 kV transmission line from Ameren's Princeton substation to a new 4-position, 138 kV substation in a ring bus configuration with two additional positions available for future expansion, to be constructed by Ameren in the City of Peru (the "**Lima Substation**"); and

WHEREAS, the City is the fee simple owner of certain real estate known as Lot 1 of Halm Subdivision, consisting of approximately 3.511± acres, legally described on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof (the "**Subject Property**"); and

WHEREAS, following many months of planning relative to the Project, the Parties agree that it is in their mutual best interest that Ameren's Lima Substation be built upon the Subject Property; and

WHEREAS, it is the intent and desire of the Parties that the City sell the Subject Property to Ameren, and that Ameren purchase the Subject Property from the City, upon which Ameren's Lima Substation will be constructed as part of the Project; and

WHEREAS, the Parties understand and agree that the Halm Farm is subject to that certain Storm Water Easement Agreement dated March 9, 2006, recorded with the LaSalle County

Recorder as Document No. 2006-09655, which imposes a perpetual, irrevocable easement appurtenant to and for the benefit of the Peru Marketplace shopping center to drain stormwater from the shopping center on, over, across and under the Halm Farm (the “**Drainage Easement**”); and

WHEREAS, as consideration for Ameren’s purchase of the Subject Property and development of the Project in accordance with this Agreement, the City agrees, at City’s sole cost and expense, as follows:

- (a) To subdivide the Halm Farm in accordance with the Final Plat of Halm Subdivision;
- (b) To perform certain mass grading work upon the Subject Property and portions of the Halm Farm to provide and maintain a system of stormwater drainage in compliance with the Drainage Easement;
- (c) To clear and grade the Subject Property in accordance with Ameren’s “Basis of Design for Grading, Roadways, and Drainage for Transmission Substations” (Rev. 15 dated 05.06.2025);
- (d) To construct a concrete approach providing access to the Subject Property from May Road;
- (e) To obtain all necessary permits relative to items (a) through (d) above, including Illinois Department of Natural Resources (DNR) EcoCAT, Illinois State Historic Preservation Office (SHPO), Illinois Environmental Protection Agency (IEPA) - Stormwater Pollution Prevention Plan (SWPPP) & National Pollutant Discharge Elimination System (NPDES), and Illinois Department of Transportation (IDOT) access permit;
- (f) To pay all engineering and other professional fees incurred by City relative to items (a) through (e); and

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
RECITALS

Section 1.1. Recitals. The Parties agree each recital set forth above is accurate and expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.1.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. City hereby makes the following representations and warranties to Ameren:

(a) **Organization and Standing.** The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms, except that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) **Governmental Consents and Approvals.** No consent or approval by any other governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency: (1) to which City is a party, and (2) which will, or could, prevent City's performance of its obligations under this Agreement.

Section 2.2. Representations and Warranties of Ameren. Ameren hereby makes the following representations and warranties to City:

(a) **Organization.** Ameren Transmission Company of Illinois is a corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) **Power and Authority.** Ameren has full power and authority to execute and deliver this Agreement and to perform all its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Ameren's Board of Directors. This Agreement is a legal, valid, and binding agreement, obligation

and undertaking of Ameren, enforceable against Ameren in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any Party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which Ameren is a party or by which Ameren or any of its subsidiaries or affiliates may be bound.

(e) **Consents and Approvals.** No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by Ameren of this Agreement or the performance by Ameren of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency: (1) to which Ameren is a party, and (2) which will, or could, prevent Ameren's performance of its obligations under this Agreement.

(g) **Financial Resources.** Ameren has or will obtain sufficient financial and economic resources to implement and complete Ameren's obligations contained in this Agreement.

Section 2.3. Disclaimer of Warranties. The City and Ameren acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Subject Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability.

ARTICLE III **COVENANTS AND AGREEMENTS OF CITY**

In consideration for Ameren's payment of the Purchase Price and commitment to undertake and complete the Project as provided herein, the City covenants and agrees as follows:

Section 3.1. Subdivision of the Halm Farm. The City shall prepare, and do all things necessary to formally approve the Final Plat of Halm Subdivision to the City of Peru, Illinois, a copy of which is attached hereto and incorporated herein as Exhibit B.

Section 3.2. Mass Grading of the Halm Farm. The City shall perform certain mass grading work upon the Subject Property and portions of the Halm Farm, consistent with the Final Plat of Halm Subdivision, to provide and maintain a system of stormwater drainage in compliance with the Drainage Easement.

Section 3.3. Subject Property Sitework. The City shall clear and grade the Subject Property in accordance with Ameren’s “Basis of Design for Grading, Roadways, and Drainage for Transmission Substations” (Rev. 15 dated 05.06.2025).

Section 3.4. Entrance Approach Construction. The City shall construct a concrete approach entrance providing access to the Subject Property from May Road.

Section 3.5. Permits & Approvals. The City shall obtain all necessary permits and approvals necessary to complete the mass grading sitework, entrance approach construction, and other work contemplated under this Article III.

Section 3.6. Professional Fees. The City shall be responsible for all engineering and other professional fees incurred by City relating to the City’s work contemplated under this Article III.

ARTICLE IV **PURCHASE AND SALE OF THE SUBJECT PROPERTY**

Section 4.1. Purchase & Sale of the Subject Property. Upon the terms and subject to the conditions of this Agreement, at the closing provided in Section 4.4 hereof (the “Closing”), City shall sell, convey, transfer, and deliver merchantable fee simple title to Ameren, and Ameren agrees to purchase and take title to Lot 1 of Halm Subdivision, consisting of 3.511± acres, as depicted on Exhibit B.

Section 4.2. Purchase Price. The total purchase price for the sale, conveyance, transfer and delivery of the Subject Property as provided herein shall be Six Hundred Fifty Thousand Dollars (\$650,000.00) (the “Purchase Price”), payable by Ameren to City at Closing in United States dollars by certified check or wire transfer of immediately available funds to a bank account designated by City.

By mutual agreement of the Parties, the Purchase Price shall be the total sum paid by Ameren for the Subject Property and Ameren’s share of expenses for the land subdivision, mass grading, sitework, entrance approach construction, permitting and approvals, and professional fees incurred by City relative to the Subject Property, all as set forth on Exhibit C.

Section 4.3. Inspections and Warranties. Ameren shall be permitted reasonable inspections of the Subject Property prior to Closing. The Subject Property is being sold and accepted in the “AS IS” condition, except that the covenants and warranties of this Agreement shall survive Closing.

Section 4.4. Closing. Closing on the City’s sale of the Subject Property to Ameren shall occur on or before September 30, 2026, or on such other date mutually agreeable to the Parties. Closing shall take place remotely through the Title Company or at a mutually agreed location in LaSalle County, Illinois.

Section 4.5. Title Evidence. The City shall deliver to Ameren at City’s expense, not less than thirty (30) days prior to the time of Closing, a title commitment for an owners title

insurance policy in the amount of the purchase price brought down to date showing merchantable title in the City, subject only to the general exceptions contained in the policy, title exceptions, or defects pertaining to liens or encumbrances of a definite and ascertainable amount which may be removed by the payment of money at or before the time of the Closing (all of which are hereinafter referred to as the "permitted exceptions"). At the Closing, City shall furnish to Ameren an Affidavit of Title in customary form covering the date of Closing.

Section 4.6. Deed. The City shall deliver to Ameren at Closing the following documents, in such form as Ameren shall approve: (1) a fully executed and recordable general warranty deed subject to no matters other than the exceptions contained in the title commitment to be provided by the City and not disapproved by Ameren; and (2) such additional documents as might be reasonably required by Ameren or the title company to consummate the sale of the Subject Property under the terms of this Agreement. The City shall deliver possession of the Subject Property to Ameren on the date of Closing.

ARTICLE V
COVENANTS AND AGREEMENTS OF AMEREN

Section 5.1. Commitment to Undertake and Complete the Project. Ameren hereby agrees to undertake and complete the Project in good faith, including the construction of the Lima Substation upon the Subject Property, with an estimated in-service date of June 1, 2029.

Section 5.2. Compliance with Laws. Ameren agrees that it will comply with all applicable federal, state, and City laws, ordinances, codes, and regulations with respect to its construction of the Project, and in the continued use, occupation, operation and maintenance of its facilities, including those facilities to be constructed upon the Subject Property.

ARTICLE VI
MUTUAL ASSISTANCE

Section 6.1. Mutual Assistance. The City and Ameren agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out, the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement.

Section 6.2. Grant Assistance. The City and Ameren agree to provide support and assistance to each other, including the supplying of non-confidential or sensitive information, with respect to any grant funding that may be available for the Project and associated facilities, including but not limited the City's construction of a 138 kV interconnect substation upon Lot 2 of Halm Subdivision adjacent to the Subject Property.

ARTICLE VII
DEFAULT AND ATTORNEYS' FEES; REMEDIES

Section 7.1. Default and Attorneys' Fees. City and Ameren covenant and agree that in the event of default of any of the terms, provisions or conditions of the Agreement by any Party, which default exists uncorrected for a period of thirty (30) days after written notice to any Party

of such default, the Party seeking to enforce said provision may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to: actual damages and specific performance. If attorneys' fees or other costs are incurred to secure performance of any obligation under this Agreement, to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

Section 7.2. No Waiver by Delay or Otherwise. Unless barred by the applicable statute of limitations, any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any default of this Agreement be considered or treated as a waiver of the rights by the waiving Party of any future default of this Agreement hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 7.3. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies.

ARTICLE VIII **INDEMNIFICATION**

Section 8.1. Indemnification. Ameren agrees to indemnify, defend and hold harmless the City, its Mayor, Aldermen, officials, officers, employees, agents and representatives (the "**Indemnified Parties**") from and against all claims, causes of action and suits of every kind and nature, including, by way of example and not by way of limitation, liabilities, damages, costs, expenses and reasonable attorneys' fees (as provided for below) to the extent arising by reason of: (i) any default by Ameren under this Agreement, (ii) the failure by Ameren to perform any of its obligations provided for herein, or (iii) any claim for personal injury or property damage arising by reason of Ameren's negligence or willful misconduct, except to the extent caused by or arising by reason of an Indemnified Party's breach of this Agreement, negligence or willful misconduct. Any claim against the City pursuant to this Section shall be defended by counsel approved by the City (which approval shall not be unreasonably withheld) or counsel appointed by Ameren's insurer if such claim is covered by Ameren's insurance.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

Section 9.1. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be effective when received in writing by the other

Party via overnight mail, certified mail, return receipt requested, or by delivering the same in person, when appropriate, addressed to the Party to be notified as follows:

As to City/Seller: City of Peru
Attn: City Clerk
1901 4th Street
Peru, Illinois 61354
Phone: (815) 223-0061

With copies to: City of Peru
Attn: Corporation Counsel
1901 4th Street
Peru, Illinois 61354
Phone: (815) 224-6020
sschweickert@peru.il.us

As to Ameren/Purchaser: Ameren Transmission Company of Illinois
Attn: Craig D. Hiser
1901 Chouteau Avenue MC-700
St. Louis, Missouri 63103
Phone: (618) 920-5700
chiser@ameren.com

Section 9.2. Assignment. No transfer or assignment of any rights hereunder shall be made by Ameren without the written consent of City, which consent may not be unreasonably withheld.

Section 9.3. Brokers. No broker, finder, consultant, financial advisor or other person is entitled to any brokerage fee, commission, finders' fee or financial advisory fee in connection with the transactions contemplated herein.

Section 9.4. Severability. Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect enforceability or validity of the remaining portions of this Agreement.

Section 9.5. Amendment. This Agreement may be amended by, and only by, a written instrument signed by the Parties.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing and duly executed by the Party giving such waiver. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.8. Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

Section 9.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.10. Exhibits. The exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement.

Section 9.11. Applicable Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Illinois. Venue shall be proper only in the Circuit Court of LaSalle County, Illinois which shall be the only appropriate forum for the resolution of disputes hereunder.

Section 9.12. No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to benefit any person, company or other entity not a Party to this Agreement.

Section 9.13. Force Majeure. Neither Party, nor any successors in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions, including but not limited to, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, acts of terrorism and other events or conditions beyond the reasonable control of such Party which in fact delays the Party in discharging its obligations hereunder. For purposes of this Agreement, "terrorism" is defined as an activity that (i) involves the use or threat of force or violence, the commission or threat of an act dangerous to human life, property or infrastructure, or the commission or threat of an act that interferes with or disrupts an electronic communication, information or mechanical system, and (ii) has the effect of or appears to be intended to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion, to affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking, or to disrupt any segment of the economy.

Section 9.14. Warranty of Signatories. The signatories of Ameren warrant they have full authority to both execute this Agreement and to bind the entity in which they are signed on behalf of.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

**CITY OF PERU, an Illinois home rule
municipal corporation:**

By: _____
Ken Kolowski
Mayor

ATTEST:

By: _____
Jamey Mertel
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

On _____, 2026 before me, a notary public in and for said state, personally appeared Ken Kolowski and Jamey Mertel, Mayor and City Clerk of the City of Peru, an Illinois home-rule municipal corporation, personally known to me to be the persons whose names are subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their respective signatures on the instrument, the City of Peru, upon behalf of which said persons acted, executed the instrument.

Notary Public

(Notary Seal)

**AMEREN TRANSMISSION COMPANY OF ILLINOIS,
an Illinois corporation:**

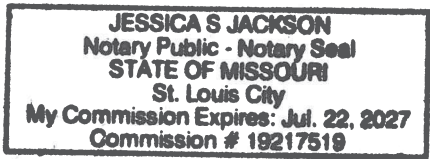
By: Lucas D. Klein
Name: Lucas D. Klein
Title: Sr. Director, Property Management

ATTEST:
By: Erika Eckert
Name: Erika Eckert
Title: Manager, Real Estate

STATE OF Missouri)
City) ss.
COUNTY OF St. Louis)

On March 11th, 2026, before me, a notary public in and for said state, personally appeared Lucas D. Klein & Erika Eckert, Sr. Director and Manager of Ameren Transmission Company of Illinois, an Illinois corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Jessica S Jackson
Notary Public



(Notary Seal)

EXHIBIT A
SUBJECT PROPERTY LEGAL DESCRIPTION

Lot One (1) in Halm Subdivision in the City of Peru, being a part of the South Half (S ½) of Section Thirty-Three (33), Township Thirty-Four (34) North, Range One (1) East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the LaSalle County Recorder on January 28, 2026 as Doc. #2026-00868, situated in the City of Peru, LaSalle County, Illinois.

PIN: NOT YET ASSIGNED
(formerly part of PINs: 11-33-401-000 & 11-33-315-000)

Address: 1203 May Road, Peru, Illinois 61354

EXHIBIT B
FINAL PLAT OF HALM SUBDIVISION

FINAL PLAT OF HALM SUBDIVISION

IN THE CITY OF PERU, LA SALLE COUNTY, ILLINOIS
BEING A PART OF THE SOUTH HALF OF SECTION 33, T. 34 N., R. 1 E. OF THE 3RD P.M.
73.125 ± ACRES



LEGEND

- BOUNDARY OF SUBDIVISION
- SECTION LINE
- LOT LINE
- BUILDING SETBACK LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING IRON PIPE
- RIGHT OF WAY
- PUBLIC UTILITY EASEMENT

OWNER / SUBDIVIDER

4152 PROGRESS BLVD
PERU, IL 61354

ENGINEER / SURVEYOR

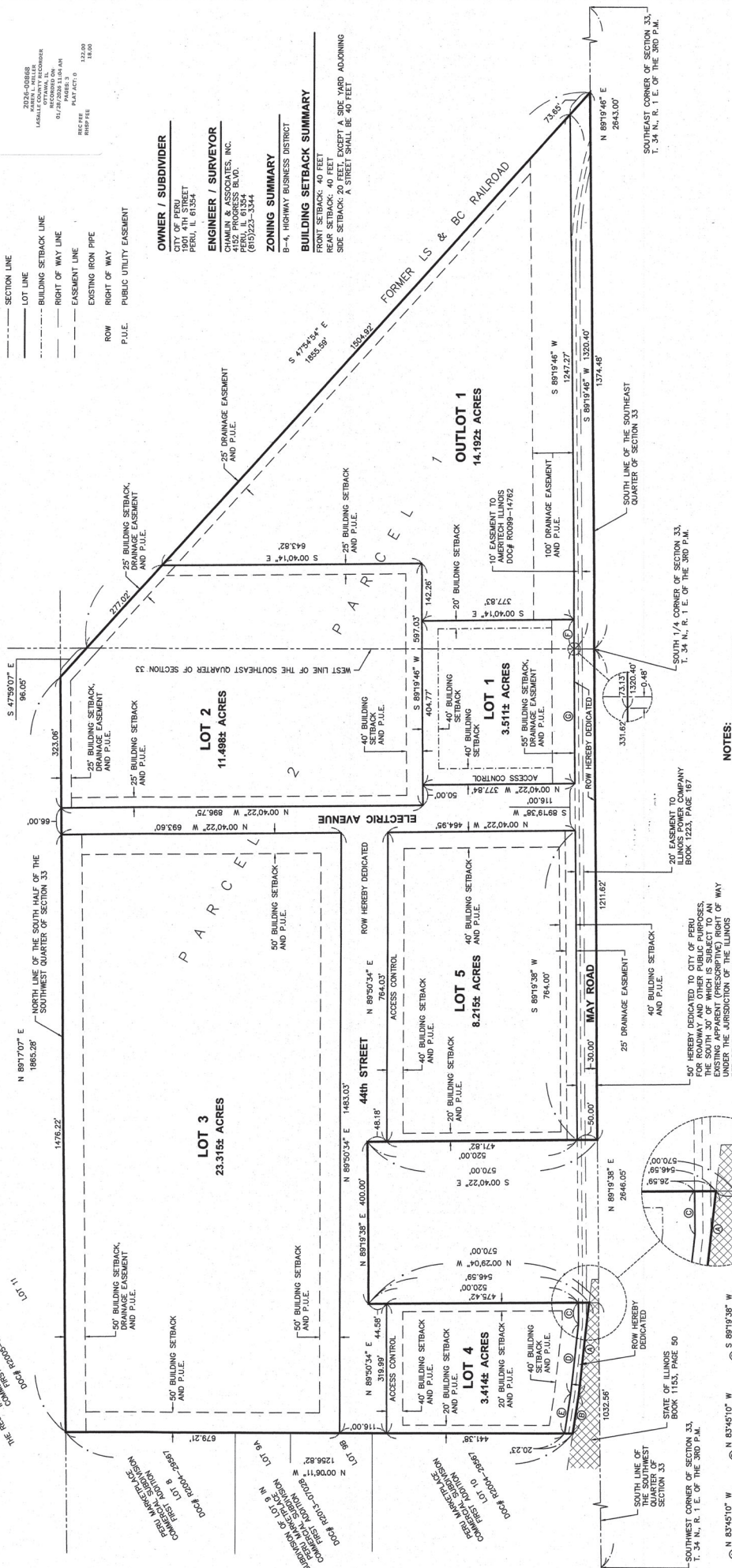
4152 PROGRESS BLVD
PERU, IL 61354
(815)223-3344

ZONING SUMMARY

B-4, HIGHWAY BUSINESS DISTRICT

BUILDING SETBACK SUMMARY

FRONT SETBACK: 40 FEET
REAR SETBACK: 40 FEET
SIDE SETBACK: A SIDE SETBACK ADJOINING A STREET SHALL BE 40 FEET



NOTES:
PARCELS 1, 2 & 3 ARE SUBJECT TO A STORMWATER DRAINAGE EASEMENT FOR DOC# R2006-09655
TOTAL ROW TO BE DEDICATED 8,866± ACRES
IRON PIPE SET ALL LOT CORNERS UNLESS NOTED OTHERWISE.

CAE
Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

4152 Progress Blvd
Peru, IL 61354
www.chamlin.com
Professional Design Firm
License # 184-00717
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| | |
|-------------|------------|
| DATE: | 10/15/2025 |
| FIELDWORK: | 09/2025 |
| REVISION: | |
| DRAWN BY: | LAG |
| CHECKED BY: | MSJ |
| JOB NUMBER: | 1553.00 |
| SHEET: | 1 of 2 |

FINAL PLAT
BEING A PART OF THE SOUTH HALF OF SECTION 33,
T. 34 N., R. 1 E. OF THE 3RD P.M.

PREPARED FOR:
CITY OF PERU

EXHIBIT C
PURCHASE PRICE BREAKDOWN

REAL PROPERTY

\$240,000.00 **Land** (3.511± acres – Lot 1 of Halm Subdivision)

REIMBURSEMENT FOR SUBJECT PROPERTY IMPROVEMENTS

\$175,000.00 **Mass grading, stormwater management and other onsite development**

\$195,000.00 **25% Detention pond construction (excavation, mass grading, stormwater management), erosion control, drain tile relocation & other improvements**

\$40,000.00 **Engineering, platting, permitting costs relating to Subject Property**

\$650,000.00 **TOTAL PURCHASE PRICE**

RESOLUTION NO. _____

**RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF A
GRANT AGREEMENT WITH THE ILLINOIS FINANCE AUTHORITY
FOR FEDERAL FORMULA GRANT FUNDING: SECTION 40101(d) –
PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF
THE ELECTRIC GRID**

WHEREAS, the City of Peru (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, this Resolution accepts the U.S. Department of Energy’s Federal Formula Grant Funding: Section 40101(d) – Preventing Outages and Enhancing the resilience of the Electric Grid Opportunity CSFA 560-00-3393 from the Illinois Finance Authority in an amount not to exceed \$681,888.00.

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its residents to accept said grant from the Illinois Finance Authority, a copy of which shall be on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERU, ILLINOIS, A HOME RULE MUNICIPALITY, AS FOLLOWS:

SECTION 1: The City Council finds as facts the recitals hereinbefore set forth and incorporates them herein by reference.

SECTION 2: The City Council hereby accepts the U.S. Department of Energy’s Federal Formula Grant Funding: Section 40101(d) – Preventing Outages and Enhancing the resilience of the Electric Grid Opportunity CSFA 560-00-3393 from the Illinois Finance Authority in an amount not to exceed Six Hundred Eighty-One Thousand Eight Hundred Eighty-Eight Dollars and No Cents (\$681,888.00).

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute said grant on behalf of the City of Peru. The Mayor, City Clerk, Electric Operations Manager, and Finance Director of the City are further authorized and direct to execute any and all other documents deemed necessary or appropriate to fulfill the terms and obligations of said grant.

SECTION 4: This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with _____ voting aye, _____ voting nay, _____ absent, and Mayor Kolowski _____ voting _____, which meeting was held on the 23rd day of March, 2026.

APPROVED: March 23, 2026

Ken Kolowski, Mayor

(CORPORATE SEAL)

ATTEST:

Jamey Mertel
City Clerk

| <u>Aldermen</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> |
|-----------------|------------|------------|---------------|
| Ballard | | | |
| Tieman | | | |
| Payton | | | |
| Edgcomb | | | |
| O'Sadnick | | | |
| Sapienza | | | |
| Lukosus | | | |
| Moreno | | | |



**GRANT AGREEMENT
BETWEEN
Illinois Finance Authority
AND
City of Peru**

The parties to this Grant Agreement (Agreement) are the **Illinois Finance Authority** (Grantor) and **City of Peru** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

| | |
|----------------------|---|
| Article I | Definitions |
| Article II | Award Information |
| Article III | Grantee Certifications and Representations |
| Article IV | Payment Requirements |
| Article V | Scope of Award Activities/Purpose of Award |
| Article VI | Budget |
| Article VII | Allowable Costs |
| Article VIII | Lobbying |
| Article IX | Maintenance and Accessibility of Records; Monitoring |
| Article X | Financial Reporting Requirements |
| Article XI | Performance Reporting Requirements |
| Article XII | Audit Requirements |
| Article XIII | Termination; Suspension; Non-compliance |
| Article XIV | Subcontracts/Subawards |
| Article XV | Notice of Change |
| Article XVI | Structural Reorganization and Reconstitution of Board Membership |
| Article XVII | Conflict of Interest |
| Article XVIII | Equipment or Property |
| Article XIX | Promotional Materials; Prior Notification |
| Article XX | Insurance |
| Article XXI | Lawsuits and Indemnification |
| Article XXII | Miscellaneous |
| Exhibit A | Project Description |
| Exhibit B | Deliverables or Milestones |
| Exhibit C | Contact Information |
| Exhibit D | Performance Measures and Standards |
| Exhibit E | Specific Conditions |

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Finance Authority]

By: _____
Signature of Christopher Meister, Executive Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

[City of Peru]

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 C.F.R. 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 C.F.R. 200.1 and 2 C.F.R. 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 04/01/2026 and expires on 12/31/2029 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$681,888.00, of which \$681,888.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Payments will be made by advances or cost reimbursement requests by check or by electronic funds transfer. All invoices and supporting documentation must be uploaded via the Grantee AmpliFund portal using the Payment Request function. All invoices shall be signed by an authorized representative of the Grantee. The Payment Request shall include a formal invoice form, which must include, at a minimum, the unique invoice number; the invoice date; the date range of work completed (i.e., 1/1/2025 - 1/31/2026); a short description of work completed; and an indication of total amount of Eligible Project Costs incurred. Supporting documentation for all Eligible Project Costs incurred (which may include payroll and expenditure reports) must be submitted with each Payment Request.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **DE-GD0000014**. The federal awarding agency is the **U.S. Department of Energy**, and the Federal Award date is **09/19/2023 12:00 AM**. If applicable, the Assistance Listing Program Title is **Grid Infrastructure Deployment and Resilience** and Assistance Listing Number is **81.254**. The Catalog of State Financial Assistance (CSFA) Number is **560-00-3393** and the CSFA Name is **NOFO #IFA-GRID-02 Federal Formula Grant Funding: Section 40101(d) – Preventing Outages and Enhancing the Resilience of the Electric Grid**. If applicable, the State Award Identification Number (SAIN) is **2026-003393-012**.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **F2SCXKJNJH3** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006045** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 C.F.R. Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 C.F.R. Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 C.F.R. Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal

pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 C.F.R. 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 C.F.R. Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 C.F.R. 200.113 and Appendix XII of 2 C.F.R. Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 C.F.R. 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 C.F.R. 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated

basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 C.F.R. 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 C.F.R. 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 C.F.R. 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 C.F.R. 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO, or PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 C.F.R. 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this

Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 C.F.R. 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 C.F.R. Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 C.F.R. 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

1. Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

1. Appendix VII to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
2. Appendix III to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
3. Appendix IV to 2 C.F.R. Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
4. Appendix V to 2 C.F.R. Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 C.F.R. 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 C.F.R. 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 C.F.R. Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 C.F.R. 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 C.F.R. 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

1. The documentation standards for salary charges to Grants are prescribed by 2 C.F.R. 200.430, and in the cost principles applicable to the Grantee's organization.

2. If records do not meet the standards in 2 C.F.R. 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 C.F.R. 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

3. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

4. If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 C.F.R. 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 C.F.R. 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 C.F.R. 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 C.F.R. 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if

applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 C.F.R. 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 C.F.R. Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 C.F.R. 200.334, unless a different retention period is specified in 2 C.F.R. 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 C.F.R. 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 C.F.R. 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of

any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 C.F.R. 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 C.F.R. 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 C.F.R. 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 C.F.R. 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill.

Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 C.F.R. 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 C.F.R. 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 C.F.R. 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 C.F.R. Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 C.F.R. 200.501 and other applicable sections of Subpart F of 2 C.F.R. Part 200. The audit report packet must be completed as described in 2 C.F.R. 200.512 (single audit) or 2 C.F.R. 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 C.F.R. 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

1. If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

2. If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

3. If Grantee is a Local Education Agency (as defined in 34 C.F.R. 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

4. If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

5. Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 C.F.R. 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 C.F.R. 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than

\$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 C.F.R. 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

1. Pursuant to a funding failure under Paragraph 4.1;

2. If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

3. If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 C.F.R. 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 C.F.R. 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 C.F.R. 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

1. The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 C.F.R. 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 C.F.R. 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 C.F.R. 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 C.F.R. 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 C.F.R. 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 C.F.R. 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 C.F.R. 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 C.F.R. Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 C.F.R. 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 C.F.R. 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 C.F.R. 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 C.F.R. 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of

any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 C.F.R. 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 C.F.R. 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 C.F.R. 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 C.F.R. 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 C.F.R. 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided,

however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does

not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 C.F.R. 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 C.F.R. 200.310 through 2 C.F.R. 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This Agreement is for an Award for a Project specified below in this Exhibit A, selected by the Grantor (the Illinois Finance Authority (“**IFA**”), in its capacity as the Illinois Climate Bank (“**ICB**”), through a competitive process under a Notice of Funding Opportunity specified in **PART THREE** of the Agreement (“**NOFO**”) based on the Grantee application and documents submitted in response to the NOFO, including its Project Narrative, included in Attachment I to this Exhibit A (“**Project Narrative**”). The NOFO was issued under Illinois’ award for the 40101(d) Federal Formula Grant Program: Preventing Outages and Enhancing the Resilience of the Electric Grid (“**IL 40101(d) Program**” or “**Program**”) in line with requirements of the ALDR (as defined in **PART THREE** of this Agreement).

A. IL 40101 (d) PROGRAM GOALS AND STATE PRIORITIES

1. OVERALL IL 40101(D) PROGRAM OBJECTIVES

(a) In September 2023, Illinois was announced as one of the recipients of an award in the first award cycle of the [Grid Resilience State and Tribal Formula Grants Program](#) under the [Bipartisan Infrastructure Law](#) (“**BIL**”). The U.S. Department of Energy (“**US DOE**” or “**DOE**”) awarded \$24,549,822 to the State of Illinois for the first three years (FY2022, 2023, and 2024) of the five-year program (the “**IL 40101(d) Award**”). The IL 40101(d) Program is designed to strengthen and modernize Illinois’ power grid and to provide a reliable power infrastructure to all communities to have access to affordable, reliable, and clean electricity, focusing on the following:

- Reliability and resiliency improvements in Equity Investment Eligible Communities (“**EIECs**”) that align with potential climate change impacts.
- Grid investments that support environmental objectives such as reducing emissions and leveraging nature-based solutions.
- Cost-saving measures that prioritize low- and moderate-income residents to lower their energy burden.
- Supporting equity through building awareness in frontline communities, increasing access and opportunities for residents and businesses in EIECs, and supporting communities and small utilities in planning and investing in resiliency.
- Ensuring safe operations and supporting the preparation of the workforce for emerging technology opportunities.

2. FIVE CORE ILLINOIS OBJECTIVES

(a) Projects under this Program must support the following five core state objectives: **Resilience, Environment, Equity, Affordability, Safety** and **Workforce**:

1. RESILIENCE Objective: Improve reliability and resiliency in EIECs, and improve community resilience for those least able to respond to disruptions.

- **Intended Outcomes:** Reduced frequency, duration, and impact of outages for Illinois’ most vulnerable residents, businesses, and critical services:
 1. Reduced frequency and duration of outages in EIECs.
 2. Improved community resilience for those least able to respond to disruptions.
 3. Aligned resilience planning with future climate risks.

2. ENVIRONMENT Objective: Ensure grid resilience investments support and do not detract from the Climate and Equitable Job Act’s (“**CEJA**”) environmental objectives and allow for the improved integration of distributed energy resources on the grid to provide additional resiliency benefits.

- **Intended Outcomes:** Reduced greenhouse gas emissions, pollutants impacting public health, fuel costs, and energy burden in Illinois (particularly in disadvantaged communities):

1. Enhanced environmental quality and public health by reduced emissions of GhG, NOx, SOx, and PM.
2. Increased rate of installation and integration of renewable energy resources.
3. Leveraged nature-based solutions and native tree planting.

3. EQUITY Objective: Bring the benefits of grid modernization and clean energy, including deployment of distributed energy resources, to all retail customers; support efforts to bring at least 40% of those benefits to EIECs.

- **Intended Outcomes:**

1. Increased access and opportunities for residents and businesses in EIECs.
2. Increased diverse contractor/subcontractor participation in professional services, subcontracting, and prime contracting opportunities.
3. Aligned demographics of contractors/subcontractors to the demographics of the state.
4. Increased awareness and trust in the energy system in frontline communities.
5. Increase support to communities and small utilities that lack the capacity to plan for and invest in resiliency.

4. AFFORDABILITY Objective: Improve affordability of electric delivery services for all customers, including low-income customers, and prioritize cost-savings measures for low- and moderate-income residents to help lower their energy burden.

- **Intended Outcomes:**

1. Reduced energy bills and energy burden for EIECs.
2. Reduced energy burden for low- and moderate-income residents.
3. Ensure low- and moderate-income and disadvantaged communities are not left behind in the clean energy transition.
4. Increase support to communities in making long-term affordable energy decisions.
5. Reduced costs for public entities that pass-through costs to taxpayers & users.

5. SAFETY AND WORKFORCE Objective: Have a well-trained workforce to ensure safe operation of the energy system; maintain and grow a diverse workforce, diverse supplier procurement base, and diverse approved-vendor pools, including increased opportunities for minority-owned, female-owned, veteran-owned, and disability-owned business enterprises; consider health & safety challenges in existing buildings that impact the ability of residents of EIECs to both withstand the shocks and stresses of climate-related extreme weather events and to make the necessary investments to overcome them.

- **Intended Outcomes:**

1. Ensure the safe operation of the energy system.
2. Prepare the workforce for emerging technology opportunities.
3. Address health & safety challenges in existing buildings that impact resilience.

3. ELIGIBLE ENTITIES

(a) "Eligible Entities" for subawards under this funding, pursuant to BIL Sec. 40101(d), include:

- An electric grid operator,
- An electricity storage operator,
- An electricity generator,
- A transmission owner or operator,
- A distribution provider,
- A fuel supplier, and
- Other relevant entity, as may be determined by the Secretary of Energy. The State of Illinois has requested in its application and is working with the Secretary of Energy to approve the following additional eligible recipients:

- Non-profit organizations,
- Units of local government,
- Critical facilities.
- Illinois Municipal Utilities Association (IMUA) and
- Association of Illinois Electric Cooperatives (AIEC) as eligible recipients.

4. OVERALL COST MATCH REQUIREMENTS

(a) If the applicant sells more than 4,000,000 megawatt-hours (“MWh”) per year (a “Large Utility”), the applicant will have to commit to match 115% of all federal funds received for the project. If the applicant sells not more than 4,000,000 MWh (a “Small Utility”), the applicant will commit to match one-third + 15% of all federal funds received for the project. Grant funds distributed to eligible entities that do not have sales of electricity would qualify toward the overall required cost match of 115% of all federal funds received for the project.

5. ELIGIBLE ACTIVITIES

(a) Subawards to eligible entities under this award can be used for activities, technologies, equipment, and hardening measures to reduce the likelihood and consequences of disruptive events, including:

1. weatherization technologies and equipment;
2. fire-resistant technologies and fire prevention systems;
3. monitoring and control technologies;
4. the undergrounding of electrical equipment;
5. utility pole management;
6. the relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors;
7. vegetation and fuel-load management;
8. the use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, including:
 - a. microgrids; and
 - b. battery-storage subcomponents;
9. adaptive protection technologies;
10. advanced modeling technologies;
11. hardening of power lines, facilities, substations, of other systems; and
12. the replacement of old overhead conductors and underground cables; and
13. other measures as determined or approved by US DOE.

6. NON-ELIGIBLE ACTIVITIES

(a) A subaward to an eligible entity under this grant Program **may not** be used for:

1. construction of a
 - a. new electric generating facility; or
 - b. large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events; or
2. cybersecurity.

7. UNIQUE ENTITY IDENTIFIER (UEI), SAM.GOV & GATA REGISTRATION

(a) Grantee must register and pre-qualify through the Grant Accountability and Transparency Act (GATA) Grantee Portal, <https://grants.illinois.gov/portal/>. Registration and pre-qualification are required annually. Grantee must also register with the federal SAM.gov portal and must have a Unique Entity Identifier (UEI) assigned in SAM.gov.

(b) Entities included in the SAM.gov Exclusion List and on the Illinois Stop Payment List are not eligible for an Award. The Grantee Portal alerts the entity of “qualified” status or informs how to remediate a negative verification (e.g., missing UEI Unique Entity Identifier assigned in SAM.gov, not in good standing with the Secretary of State). Inclusion on the SAM.gov Exclusion List cannot be remediated.

8. PRE-AWARD COSTS

(a) Pre-award costs are not permitted under this Program.

B. SCOPE OF AWARD ACTIVITIES/PURPOSE OF THE AWARD (PROJECT)

1. PROJECT DESCRIPTION AND SCOPE

(a) Project Number: GD014-012

(b) Project Period of Performance: 4/1/2026-12/31/2029

(c) Post-Closeout Reporting Period: 2028 and 2029 annual reports

(d) Eligible Entity Performing Work: City of Peru

(e) Project Title: Peru Phase 1 Resiliency Project

(f) Approved Award Value: \$681,888

(g) Approved Award Cost Match Value: \$456,679

(h) Approved Cost Match Percentage: 67%

(i) Approved Total Project Cost: \$1,138,567

(j) Project Description: Grantee will undertake activities described in its Project Narrative, as modified in the Project Management Plan approved by Grantor (“**Approved Project Management Plan**”), that includes the following:

The project focuses on reconductoring and hardening prioritized overhead and underground distribution lines along Plank Road and nearby segments — areas identified as vital for system stability and capacity in Peru's electrical planning. The project scope includes the enhancement of 1.53 miles of overhead double circuit 35kV facilities along Plank Road and the installation of approximately 0.41 miles of new 3-phase 35kV underground infrastructure between Plank Road and Pretium Packaging along N 2975th Road. The project will replace 36 distribution poles and upgrade infrastructure with vibration-resistant ACSR wire and wood poles. It will also deploy OSMOSE technology for real-time monitoring of utility poles, enabling improved preventative maintenance and service reliability. This system upgrade will enable robust tracking of reliability metrics such as SAIDI, SAIFI, and CAIDI to help increase overall grid resilience.

(k) Expected Project Benefits: Grantee will undertake to deliver project benefits described in its Project Narrative, as modified in its Approved Project Management Plan, that includes the following:

The City of Peru experienced over 5000 meter outages in 2024, and this project will significantly improve Peru's reliability across their full-service territory. Peru's 9,896 residents have an unemployment rate of 5%, with 9% of Peru residents experience poverty. The project will strengthen critical electric infrastructure and reduce both the likelihood and impacts of disruptive grid events. By upgrading overhead lines, the project enhances the physical robustness of the infrastructure against severe weather, mechanical wear, and natural disasters that could cause outages. The addition of underground lines creates looped circuit redundancy that significantly improves the grid's ability to isolate faults, maintain power flow, and restore service rapidly if disruptions occur. Deployment of OSMOSE monitoring technology enables real-time condition assessment of utility poles, facilitating proactive maintenance and reducing the chances of unplanned failures. Tracking of SAIDI, SAIFI, and CAIDI reliability metrics will provide data-driven insight to continually improve operational resiliency and optimize response strategies. Collectively, these measures will empower the community with enhanced energy security and support sustainable infrastructure improvements.

2. PROJECT SCOPE MODIFICATIONS

(a) Any significant deviations from the approved project scope, as defined in the Project Narrative and the Approved Project Management Plan, that impact project objectives, milestones, deliverables, performance metrics goals or other anticipated benefits of the Project, require an explicit prior written approval by Grantor and may require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to receiving Grantor and DOE approvals for Project modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

3. BUDGET MODIFICATIONS

(b) Any deviations from the approved budget and budget breakdowns, as defined in the Approved Project Management Plan, require explicit prior written approval by Grantor. Changes to the overall approved budget of 20% or more require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to receiving Grantor and DOE approvals, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

4. PERFORMANCE REPORTING

(a) Grantee will submit the following reports:

1. **Quarterly**, Grantee will upload through the Grantee Portal a Project Management Plan/Quarterly Progress Report on the template provided by Grantor. The Quarterly Progress Report must be submitted by the 15th of the month following the end of the reporting period for each calendar quarter included in the Project Period of Performance. The reporting periods are as follows:
 - Q1: January 1 - March 31 (report due April 15);
 - Q2: April 1 - June 30 (report due July 15);
 - Q3: July 1 - September 30 (report due October 15);
 - Q4: October 1 - December 31 (report due January 15).
2. **Annually**, Grantee will upload through the Grantee Portal an Annual Program Metrics and Impact Report on the template provided by Grantor (the "**Annual Report**"). The Annual Report must be submitted by December 15th of each year for each calendar year included in the Project Period of Performance.
3. **Final/Close-out Report**. Upon project closeout, as indicated in Exhibit B, Grantee will submit its final Quarterly Progress Report and final Annual Reports by uploading them through the Grantee Portal.
4. **Post-Closeout Annual Reports**. Upon project closeout, Grantee will submit Annual Program Metrics and Impact Reports for the two program years following Project Closeout, as indicated in Exhibit B, by uploading them through the Grantee Portal. This obligation shall survive the Term of the Agreement.

5. FINANCIAL REPORTING

(a) Within fifteen (15) days of the end of the reporting quarter, Grantee will submit financial reports by uploading through the Grantee Portal the Project Management Plan/Quarterly Progress Reports, accompanied by:

1. All receipts for all expenditures and disbursements of the funds reported in the Project Management Plan/Quarterly Progress Reports for the reporting period; and
2. Any invoices and payment requests for the advance payment for the next quarter or for cost reimbursement for the previous quarter not covered by the previous advance payments.

(b) Each invoice and financial report submitted by Grantee must contain the certification specified in Paragraph 4.9 of Article IV of this Agreement.

C. GRANTEE CERTIFICATIONS

(a) By signing this Grant Agreement, Grantee certifies that:

1. Grantee is an eligible entity type identified in BIL section 40101(a)(2) and NOFO;
2. The Project is an eligible activity identified in BIL Section 40101(e)(1) and NOFO;
 - a. Project activities are consistent with the NOFO and the process undertaken to receive the Award complies with the NOFO;
 - b. no planned, actual or apparent conflict of interest exists between Grantor and Grantee;
 - c. the primary purpose of the Project is not cyber security and the implementation of the Project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their Award;
3. Grantee is a domestic entity. To qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;
4. Grantee is not suspended, debarred, or otherwise excluded from receiving Federal funds as specified in 2 CFR 200.332 and 2 CFR 180.300 and is not suspended, debarred, or otherwise excluded from receiving Federal funds in SAM.gov and in SAM.gov Exclusions;
5. Grantee will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the Award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the "Davis-Bacon Act" (DBA);
6. Grantee will comply with Buy American Requirements specified in IL 40101d Terms included in Exhibit I in **PART THREE** of this Agreement; and
7. Grantee will satisfy all applicable IL 40101d Award Agreement requirements as specified in **PART THREE** of this Agreement.

**ATTACHMENT I
PROJECT NARRATIVE**

The timeline and milestones in the Project Narrative are updated as specified in the Approved Project Management Plan.

PROJECT NARRATIVE

Notice of Funding Opportunity # IFA-GRID-01

40101(d) Federal Formula Grant Funding: Preventing Outages and Enhancing the Resilience of the Electric Grid

1. PROJECT EXECUTIVE SUMMARY

A. Project Objectives, Activities, and Outcomes

The City of Peru, Illinois, faces several critical energy challenges central to ensuring sustainable and equitable growth. Chief among these is the high cost of energy, which places a considerable financial strain on both residents and businesses. The 2022–2027 North Central Illinois Comprehensive Economic Development Strategy (CEDS) identifies high energy costs as one of the region’s key threats, underscoring the urgent need for cost reduction and infrastructure modernization. Additionally, Peru’s existing electrical infrastructure must expand its capacity and resilience to meet current demands and support future residential and commercial growth.

To address these challenges, the City of Peru is launching the Phase 1 Resiliency Project, focused on upgrading and hardening key segments of the electric distribution system to reduce outages, improve grid reliability, and position the community for long-term energy efficiency. The project includes upgrading 1.53 miles of overhead double-circuit 35kV facilities along Plank Road and installing approximately 0.41 miles of new underground three-phase 35kV infrastructure between Plank Road and Pretium Packaging along N 2975th Road. In total, 36 aging distribution poles will be replaced with hardened composite and steel poles, utilizing vibration-resistant aluminum conductor steel-reinforced (ACSR) wire to enhance durability and system performance.

The project also incorporates OSMOSE utility pole monitoring technology, enabling real-time assessment of pole conditions to strengthen preventative maintenance, service reliability, and asset management. Additionally, implementation of utility-grade tracking systems for reliability indices—SAIDI, SAIFI, and CAIDI—will allow the City to measure improvements in outage duration and frequency accurately.

Upon completion (targeted for 2027), the Phase 1 Resiliency Project will deliver the following benefits:

- Enhanced grid reliability through hardened infrastructure and looped redundancy.
- Reduced power outages and disruptions for residents and businesses.
- Lower long-term energy costs by optimizing system performance and efficiency.
- Increased support for economic development and business expansion through a more stable power supply.
- Local job creation and economic activity during construction and implementation phases.

This project represents a foundational step toward modernizing Peru’s electrical infrastructure, improving energy resilience, and strengthening the city’s capacity to meet future growth and sustainability goals.

B. Need for Funding

Federal funding received via this application will enable the city of Peru to upgrade and harden its electric grid which will reduce wholesale energy costs and directly translate into lower energy costs for without passing project costs onto customers.

C. IJA Section 40101(d), FOA 2740 (GRIP)

This project is not submitted under the IIJA Section 40101(c), FOA 2740 (GRIP).

2. PROJECT LOCATION

The project is in the following census tracts: 17099963000, 17099963100, 17099962100, 1709996260 and refer to the Project Maps included in our application. The number of customers that will benefit for the project includes the 9,896-resident community of Peru, and while Peru does not sit directly in an EIEC, this project will have several economic and workforce benefits to the EIEC that currently sits in Ottawa, and broader LaSalle County. The City of Peru has several workers that commute from the EIEC in Ottawa, which will contribute to economic opportunity in their EIEC. Furthermore, there are local contractors, and workers that contribute to the overall LaSalle County region which is critical for several facilities that will benefit from this project, including

3. ACTIVITIES

A. Project Deliverables

The City of Peru experienced over 5000 meter outages in 2024, and this project will significantly improve our outages across our full-service territory, with critical investments in our grid infrastructure. We are also commissioning a new system that will allow us to track SAIDI, SAIFI, and CAIDI metrics, which will be critical for increasing reliability. Lastly, will replace 36 poles,.41 miles of undergrounding, and 1.53 miles of reconducted distribution lines.

B. Community Benefits

According to the Economic Policy Institute employment multipliers for the economy, a \$1,474,864 million-dollar project results in 2 direct jobs, 4.5 construction jobs, and 10% of all hours will be allocated to apprentices throughout the life of the project. The City of Peru’s grid resilience project is designed to provide substantial benefits to the community and local workers, including EIEC communities and diverse populations such as businesses, workers, and community organizations. As an energy community, Peru meets the fossil fuel employment threshold and the unemployment rate requirement for both Bureau and LaSalle counties. This project will directly address these challenges by creating job opportunities and stimulating economic growth. The construction and operation phases will generate employment in engineering, construction, and maintenance, providing local workers with stable, well-paying jobs. Additionally, the reduction in energy costs will increase disposable income for residents and reduce operating expenses for businesses, further stimulating the local economy. Also, per Illinois law, 10% of all prevailing wage categories must be provided to registered apprentices, therefore the city of Peru will ensure that 10%.

C. Eligible Activities

| Eligible Activity proposed under the project (check all that apply) | |
|--|---|
| <input checked="" type="checkbox"/> X Weatherization technologies and equipment | <input type="checkbox"/> Vegetation and fuel-load management |
| <input type="checkbox"/> Fire-resistant technologies and fire prevention systems | <input checked="" type="checkbox"/> X The use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, including microgrids and battery-storage components |
| <input checked="" type="checkbox"/> X Monitoring and control technologies | <input type="checkbox"/> Adaptive protection technologies |
| <input type="checkbox"/> X The undergrounding of electrical equipment | <input type="checkbox"/> Advanced modeling technologies |
| <input checked="" type="checkbox"/> X Utility pole management | <input checked="" type="checkbox"/> X Hardening of power lines, facilities, substations, or other systems |

| | |
|---|--|
| <input type="checkbox"/> The relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors | <input type="checkbox"/> The replacement of old overhead conductors and underground cables |
|---|--|

4. ANTICIPATED BENEFITS & EQUITY

The anticipated benefits of this project are tremendous for the City of Peru, and it's The reduction in energy costs will increase disposable income for residents and reduce operating expenses for businesses, stimulating local economic activity. The project will enhance the reliability and resilience of the energy system, reducing the frequency and impact of outages that can have significant economic and social costs. Specifically, this project will set the stage for even larger investments that the City of Peru needs to ensure that the proliferation of renewable and clean energy investments in the future is sustainable in our community. Additionally, While the project is expected to bring numerous benefits, we recognize the potential for negative impacts and have developed strategies to mitigate them. One potential concern is the disruption caused by construction activities, which can affect local traffic, noise levels, and daily routines. To address this, we will implement a comprehensive construction management plan that includes measures such as scheduling work during off-peak hours, using noise-reducing equipment, and providing clear communication about construction timelines and activities. To mitigate this, we will engage in transparent communication and involve community members in the planning and siting of clean energy installations. By addressing concerns and building community support, we can ensure that the projects are well-received and integrated into the local landscape.

A. Project Impact on Underserved Populations

According to Census Tract data, Peru Illinois 9,896 residents, with an unemployment rate of 5%, and at least 33% of residents have high school diplomas. 9% of Peru Illinois experiences poverty, so the level of capital investment that this project will generate will not only increase reliability and resilience in this rural community but right size some of the economic challenges we face in our underserved neighborhoods. This project will create job opportunities and stimulate economic growth. The construction and operation phases will generate employment in engineering, construction, and maintenance, providing local workers with stable, well-paying jobs. Additionally, this project implements cost-saving measures that prioritize low- and moderate-income residents to lower their energy burden. Specifically, this project will have a Business Enterprise Program Goal, which mandates a percentage of funding to be spent with ethnic and diverse minority contractors. Additionally, diverse apprentices will get opportunities to work on this project, where otherwise they would not have had the opportunity.

B. Outreach, Training & Workforce Development

Community and Worker Engagement

The project team has a strong track record of working with community members and local workers, ensuring their involvement in the decision-making process. Throughout the planning and development phases, we have conducted extensive community engagement activities, including public meetings, workshops, and surveys. These efforts have provided valuable insights into the community's needs and preferences, allowing us to tailor the project to address specific concerns and priorities. Moving forward, we will continue to engage with the community and local workers through regular updates, feedback sessions, and collaborative decision-making processes. This inclusive approach ensures that the project reflects the community's values and maximizes its benefits. We pride ourselves on working endlessly with our community. We are engaged, hold open public meetings, and encourage all residents to reach out to their ward alderman regarding community needs and preferences. Having the input of the community gives us a diverse outlook, that aids in our ability to accommodate the city's residents.

5. FUNDING OBJECTIVES

The proposed project meets the following program objectives: (1.) *Resilience*: The “Regional Resiliency” section of the North Central Illinois CEDS report identifies repairing and reconstructing utility infrastructure as a top priority for community disaster recovery that can lead to a “strong, vibrant economy.”¹ This project aligns with the CEDS report via its focus on upgrading utility poles and implementing early alert technology leading to lower wholesale energy and disaster response costs. (2.) *Environment*: This project will leverage nature-based solutions through fuel load management at the utility pole installation sites. (3.) *Equity*: This project will harden Peru’s grid and expand its capacity to accommodate Peru’s growing business district. Bringing new business enterprises into the City of Peru will positively impact the surrounding EIEC communities as good job opportunities for residents of Peru and the surrounding communities increase. Additionally, the City of Peru is prioritizing MBE contractors for the project work outlined in this application. (4) *Affordability*: Funding received via this grant will reduce the City of Peru’s wholesale energy costs, which means that customers will not have to ultimately bear the costs of the proposed grid hardening activities. (5) *Safety*: the City of Peru plans to replace utility poles that are outdated and pose a safety risk to nearby residents and businesses. Replacement of these poles will reduce the risk of property damage from downed poles as well as the safety risk associated with power loss during extreme weather events.

6. WORKFORCE AND LABOR STANDARDS

City of Peru staff are currently paid fair wages with a competitive benefits package. The proposed project will also present specific opportunities for workforce development and career growth for local staff, who will have the opportunity to participate in hands-on training and professional development through its planning and implementation. The IBEW Local 51 electrician’s union ensures a fair wage rate for its members as well. IBEW Local 51 members also receive professional development incentives and benefits such as healthcare, PTO/sick leave, and pensions. IBEW Local 51 apprentices are also paid throughout the 4-year duration of their training program. The City of Peru has also partnered with IBEW Local 51. IBEW Local 51 will support Peru's workforce development activities by providing professional development and upskilling opportunities to city employees and paid apprenticeships to newly hired workers. IBEW Local 51 represents the employees who will perform the electrical work required for the proposed project and will serve as a conduit for communication between the city and the workers on the ground.

A. Training, Recruitment & Retention

This project will directly create job opportunities and stimulate economic growth. The construction and operation phases will generate employment in engineering, construction, and maintenance, providing local workers with stable, well-paying jobs. Additionally, the reduction in energy costs will increase disposable income for residents and reduce operating expenses for businesses, further stimulating the local economy. Also, per Illinois law, 10% of all prevailing wage categories must be provided to registered apprentices, therefore the city of Peru will ensure that 10%. We also work very closely with the Illinois Valley Regional Economic Development Chamber, Illinois Valley Community College, the local school district to create work force opportunities such as pre-apprenticeships, and internships to ensure long term career opportunities in energy for residents.

7. PROJECT TIMELINE

Please see Attachment A for a detailed project timeline.

Budget Period 1: January 2026 – December 2026

¹ Ibid. p. 45-6.

| Milestones | Tasks |
|--|------------------------------|
| 1. Preliminary Planning & Design | Project Milestones 1 - 4 |
| 2. Detailed Design, Procurement, and Pre-Construction Activities | Project Milestone 5 |
| Budget Period 2: January 2027 – December 2027 | |
| Milestones | Tasks |
| 3. Construction | Project Milestones 6.1 – 8.3 |
| 4. Project Close Out | Project Milestone 9 |
| Budget Period 3: January 2028 – December 2028 | |
| 5. Annual Report #1 | Project Milestone 10 |
| Budget Period 4: January 2020 – December 2020 | |
| 6. Annual Report #2 | Project Milestone 10 |

8. PROJECT COSTS BREAKDOWN

Please see the budget sheet. The total project cost is \$681,888, which primarily includes Equipment costs for the Plank Rd. Reconductoring and Dalzell Rd. New Construction and Undergrounding projects. Contracted Engineering costs will be \$40,000. The City of Peru will provide \$327,356 (48%) in in-kind cost share. Please see the budget sheet.

9. PERFORMANCE MEASUREMENT

If funded, we will measure the following metrics: (1) Improvement in Outage Duration, (2) Improvement in Outage Frequency, Reduction in long outages, (3) number of residents in disadvantaged communities receiving training or participating in apprenticeships, (4) reduction in future energy costs, as a percentage of income for residents of disadvantaged communities.

EXHIBIT B

DELIVERABLES OR MILESTONES

(a) Grantee will comply with the following Milestones and Timelines, as specified in the approved by Grantor in the Grantee’s Approved Project Management Plan. Any deviations from the approved Milestones and Timelines, require explicit prior written approval by Grantor. Grantee may propose deviations in its quarterly reports specified in Exhibit A.

(b) Any significant deviation may require prior explicit written DOE approval.

(c) Should the Grantee elect to undertake activities prior to Grantor and DOE approval of any modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

| Milestone / SOPO # | DOE Milestone | Tasks | Deliverables (anticipated) | Planned Start Date | Planned Completion Date | Notes / Comments |
|--------------------|-------------------|----------------------------------|--|--------------------|-------------------------|------------------|
| PM1.1 | Project Start | Grant Agreement signed | Grant Agreement signed | 3/20/2026 | 4/30/2026 | |
| PM1.2 | | Project start | Project start | 4/1/2026 | 4/30/2026 | |
| PM2.1 | Planning Complete | Project Management and Reporting | Project management team assembled, metrics and financial performance tracking and reporting mechanisms set and enabled | 4/1/2026 | 4/30/2026 | |
| PM2.2 | | Planning | Project Plan complete (defined the route/activities, miles of lines/number of facilities, number and schedule of training and outreach events) | 4/1/2026 | 5/30/2026 | |
| PM2.3 | | Contractor procurement | Confirmation of scope of work from PSE Engineers | 4/1/2026 | 5/1/2026 | |
| PM3.1 | Design Complete | Design | Project design completed with the SPE Engineers | 4/1/2026 | 7/30/2026 | |

| | | | | | | |
|-------|--|--|--|-----------|------------|-----------|
| PM4.1 | Regulatory Approval Obtained (including NEPA & Required Permits) | Regulatory approvals | Regulatory Approval Obtained (including NEPA & Required Permits, as applicable) | 8/1/2026 | 11/30/2026 | |
| PM5.1 | Equipment / Materials Purchased | Equipment and supplies procured | 1000 MCM cable in 8" conduit; Dead Break Elbows (35kV); Junction Module (35kV); 3-Phase Cabinet; Grounding materials (#1/0 CU ground wire, rods, clamps) | 12/1/2026 | 1/15/2027 | |
| PM6.1 | Construction/Installation/Activity Started | Distribution poles replaced at Plank Rd. projects | First activity started | 1/15/2027 | 3/31/2027 | |
| PM6.2 | | New distribution lines at project site at N.2975 th Rd | First activity started | 1/15/2027 | 3/31/2027 | |
| PM6.3 | | Distribution lines undergrounded at N.2975 th Rd project site | First activity started | 1/15/2027 | 3/31/2027 | |
| PM6.4 | | Distribution lines reconductored at Plank Road project site | First activity started | 1/15/2027 | 3/31/2027 | |
| PM6.5 | | Training | We will provide apprenticeship training for 10% of all project hours. | 1/15/2027 | 7/15/2027 | |
| PM6.6 | | Customer Outreach | We will conduct a pre-bid and pre-construction meeting. | 1/15/2027 | 5/15/2027 | |
| PM7.1 | | Construction / Installation / | Distribution poles | 18 poles | 1/15/2027 | 4/15/2027 |

| | | | | | | |
|-------|--|--|---|-----------|------------|--|
| | Activity 50% Complete | replaced at Plank Rd. projects | | | | complete 50% of project. |
| PM7.2 | | New distribution lines at N.2975 th Rd project site | 0.55 miles | 1/15/2027 | 4/15/2027 | |
| PM7.3 | | Distribution lines undergrounded at N.2975 th Rd project site | 0.2 miles | 1/15/2027 | 4/15/2027 | |
| PM7.4 | | Distribution lines recondorected at Plank Road project site | 0.76 miles | 1/15/2027 | 4/15/2027 | |
| PM8.1 | | Distribution poles replaced at Plank Rd. projects | remaining 18 poles (36 poles total) | 4/15/2027 | 7/15/2027 | 6 months to complete 100% of project. |
| PM8.2 | | New distribution lines at N.2975 th Rd project site | remaining 0.55 miles (1.1 miles total) | 4/15/2027 | 7/15/2027 | |
| PM8.3 | Construction / Installation / Activity 100% Complete | Distribution lines undergrounded at N.2975 th Rd project site | remaining 0.2 miles (0.4 miles total) | 4/15/2027 | 7/15/2027 | |
| PM8.4 | | Distribution lines recondorected at Plank Road project site | remaining 0.77 miles (1.53 miles total) | 4/15/2027 | 7/15/2027 | |
| PM9 | Project Complete / Closed-Out | Closeout | Project Complete / Closed-Out documents signed, final reports submitted | 10/1/2027 | 12/31/2027 | Last quarterly and annual reports and final project report submitted |

| | | | | | | |
|------|--------------------------|---|--|----------|------------|---|
| PM10 | Post Close-out Reporting | Post-Closeout Impact Metrics Annual Reporting | All required annual impact metrics reports submitted | 1/1/2028 | 12/31/2029 | Additional 2 annual reports after project close out |
|------|--------------------------|---|--|----------|------------|---|

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

| <u>GRANTOR CONTACT</u> | <u>GRANTEE CONTACT</u> |
|---|--|
| Name: Claire Brinley | Name: Kevin Minnick |
| Title: Program Manager | Title: Electric Operations Manager |
| Address: 160 N. LaSalle Street Suite S-1000 Chicago, Illinois 60601 | Address: 1901 4th Street Peru Peru, IL 61354 |

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

| <u>GRANTOR CONTACT</u> | <u>GRANTEE CONTACT</u> |
|---|---|
| Name: Claire Brinley | Name: Kevin Minnick |
| Title: Program Manager | Title: Electric Operations Manager |
| Address: 160 N. LaSalle Street Suite S-1000 Chicago, Illinois 60601 | Address: 1901 4th Street 1901 4th Street Peru, Illinois 61348 |
| Phone: 312-651-1319 | Phone: 815-223-1148 |
| E-mail Address: cbrinley@il-fa.com | E-mail Address: kminnick@peru.il.us |

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

(a) Grantee agrees to comply with the following Performance Metrics Goals and Reporting Requirements, as specified in the Approved Project Management Plan. Any signification deviations from these approved performance goals and standards require explicit prior written approval by Grantor and may require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to Grantor and DOE approval of any modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

I. QUARTERLY BUILD METRICS

(a) In its quarterly Project Management Plan/Quarterly Progress Reports, Grantee will report quarterly progress against the following Build Metrics. Any deviations from the approved Build Metrics require explicit prior written approval by Grantor. Grantee may propose deviations in its quarterly reports.

| BUILD METRICS | | | Progress | |
|---|--|------------|-------------------------------|------------------|
| Metric Description | Type | Goal Value | Value During Reporting Period | Cumulative Value |
| Number of distribution poles replaced | 36 poles replaced at Dalzell Rd. and Plank Rd. projects. | 36 | enter in quarterly reports | |
| Miles of new distribution lines | 1.1 miles new distribution lines at Dalzell Road project site. | 1.1 miles | enter in quarterly reports | |
| Miles of distribution lines undergrounded | 0.4 miles of undergrounding at Dalzell Road project site. | 0.4 miles | enter in quarterly reports | |
| Miles of distribution lines reconducted | 1.53 miles of reconducted distribution lines at Plank Road project site. | 1.53miles | enter in quarterly reports | |

II. ANNUAL IMPACT METRICS

(a) In its Annual Program Metrics and Impact Report, Grantee will report annual progress against the following Impact Metrics Baselines:

| BASELINE IMPACT METRICS | | | | | | | | | | | |
|-------------------------|-------------|---------------------------------|------------------------|------------------------------|-------------|---------------|------------------|-----------------|-----------------|-----------------|---------|
| IMPACT METRICS | | | | | | | Baselines Values | | | | |
| Metric | Outage Type | Include Major Event Days (MED)? | Coverage | Metric Type | Outage Type | Coverage Type | 2020 | 2021 | 2022 | 2023 | 2024 |
| Number of outages | All Causes | Yes, all outages | Full service territory | Total meter outages in 2024. | | | was not tracked | was not tracked | was not tracked | was not tracked | 5364 |
| System Average | All Causes | Yes, all outage | Full service | City will be able to | | | was not | was not | was not | was not | was not |

| | | | | | | | | | | | |
|--|------------|------------------|------------------------|--|--|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| Interruption Duration Index (SAIDI) | | s | territory | begin tracking metrics when the project | | | traced | traced | traced | traced | traced |
| Customer Average Interruption Duration Index (CAIDI) | All Causes | Yes, all outages | Full service territory | starts as its OMS system will become operational shortly after. OMS system will transmit | | | was not tracked | was not tracked | was not tracked | was not tracked | was not tracked |
| System Average Interruption Frequency Index (SAIFI) | All Causes | Yes, all outages | Full service territory | outage data to APPA reliability tracker for publication. | | | was not tracked | was not tracked | was not tracked | was not tracked | was not tracked |

III. ANNUAL JOB, WORKFORCE, COMMUNITY ENGAGEMENT METRICS

(a) In its Annual Program Metrics and Impact Report, Grantee will report annual progress against other metrics included in the template of the Annual Program Metrics and Impact Report, including Job Creation and Training, Workforce Demographics, Community Engagement Activities and Events, and any other metrics as may be required by DOE.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

I. CONDITIONS

1. **Conditions:** Grantee must submit procurement policy, internal controls, and financial management systems policy.
 - a. **Risk Explanation:** Documents are requested from all grantees and must be submitted before receiving payment. If the Grantee believes one of these policies is not relevant to this Agreement, the Grantee may upload a statement explaining why.
 - b. **How to Fix:** Provide the requested documentation.
 - c. **Timeframe:** Provide the requested documents before receiving payment.

2. **Conditions:** Grantor will host a reporting training session that the Grantee must attend.
 - a. **Risk Explanation:** Grantee is new to this program.
 - b. **How to Fix:** Attend the provided training sessions.
 - c. **Timeframe:** Within six months of full execution of the this Agreement.

3. **Conditions:** Grantee must receive at least one site visit during the life of the Project.
 - a. **Risk Explanation:** Grant project involves construction.
 - b. **How to Fix:** Grantor will conduct a site visit.
 - c. **Timeframe:** Before project closeout.

II. PROJECT RISK MANAGEMENT LOG

(a) In its quarterly Project Management Plan/Quarterly Progress Reports, Grantee will report updates to the Project risk profile against the following risks identified in its approved Risk Management log:

| RISK MANAGEMENT LOG | | | | |
|--|------------|--------|---|--|
| Risk | Likelihood | Impact | Potential Impact | Mitigation Strategy |
| Permitting and regulatory approvals may delay implementation of project. | Low | High | The City of Peru does not anticipate a delay in any permitting or regulatory approvals. Any delay would extend the project timeline which may impact the project budget due to rising cost of supplies. | The City of Peru plans to have all regulatory and permit approvals obtained by project month 8 but has built in a two-month cushion extending to project month 11 in the case of delays. |
| Supply chain issues may impact availability of equipment causing project delays. | Medium | High | Supply chain issues may delay the delivery of needed project supplies. | The City of Peru will identify critical materials early, place orders well in advance of need, and maintain close |

| | | | | |
|--|--------|--------|---|--|
| | | | This would extend the project timeline and may lead to higher materials cost. | coordination with vendors to monitor lead time and availability. |
| Weather or other factors delay implementation. | Medium | Medium | Inclement weather may affect project activities scheduled over the winter months. | Project replacement and undergrounding activities are planned for the spring and fall months. Most planning activities will take place during the winter months. |
| Unforeseen cost overruns. | Low | Low | Cost overruns have the potential to delay the project as additional funding is allocated. | The City of Peru will make up the cost difference in the case of cost overruns. |

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
AUDIT**

- 23.1 **Audit.** Grantee shall permit and shall require its contractors (and any subcontractors) and auditors to permit the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.
- 23.2 **Site Inspection.** Grantee shall, at reasonable times and upon reasonable prior written notice from the Grantor, permit and shall require its contractors (and any subcontractors) to permit the Grantor, or any agents or representatives thereof, to enter the premises of the project location and conduct on-site due diligence reviews of the project location.

**ARTICLE XXIV
ETHICS**

24.1 **Code of Conduct.**

- (a) **Personal Conflict of Interest.** The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- i. the employee, officer, board member, or agent, or the partner or immediate family member of any such person; or
 - ii. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- (b) **Organizational Conflict of Interest.** The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.
- (c) **Conflicts with the Grantor.** The Grantee certifies to the Grantor that it is not a business or entity in which (i) any director, officer or holder of an ownership interest of more than 7.5% in the business or entity, in its own name or that of a nominee, is also a member, officer, agent or employee of the Grantor, or (ii) any member, officer agent or employee of the Grantor has any direct or indirect interest. The Grantee must notify the Grantor immediately in writing if it becomes aware that any part of this certification is or will become inaccurate.

ARTICLE XXV

PROCUREMENT PROCEDURES/EMPLOYMENT OF GRANTOR PERSONNEL

- 25.1 Procurement of Goods or Services - Federal Funds. For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

- 25.2 Procurement of Goods or Services - State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

25.3 Employment of Grantor Personnel. The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**ARTICLE XXVI
RENEWAL AND DOE APPROVAL**

26.1 Renewal. This Agreement may not be renewed.

26.2 DOE Review and Approval for All Activities. This Agreement is subject to approval by the U.S. Department of Energy ("DOE"). The Grantee may not implement any activity or incur any costs under this Agreement for any action that has not been approved by the DOE. The Grantor will notify the Grantee of the DOE approval of any Project activities within two business days of receiving DOE approval.

a) **Activities Pending DOE Review:** As of the date of this Agreement, the following activities are pending DOE review and approval:

i) None.

**ARTICLE XXVII
FIXED WORKS CONSTRUCTION**

27.1. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXVIII

IL 40101(D) PROGRAM REQUIREMENTS

28.1. DEFINITIONS. For the purpose of this **PART THREE**, capitalized words and phrases used in this **PART THREE** shall have the meaning specified in this **PART THREE**. Capitalized words and phrases that are not defined in this **PART THREE** but are defined in Part One of this Agreement shall have the meaning as defined in **PART ONE** of this Agreement.

- 28.1.1. **“ALRD”** means Administrative and Legal Requirements Document for DE-FOA-0002736 (DE-FOA/ALRD-0002736), Amendment 9, available at <https://www.fedconnect.net/FedConnect/default.aspx?ReturnUrl=%2ffedconnect%2f%3fdoc%3dDE-FOA-0002736%26agency%3dDOE&doc=DE-FOA-0002736&agency=DOE>;
- 28.1.2. **“BIL”** means Public Law 117-58 (also known as the Bipartisan Infrastructure Law);
- 28.1.3. **“DOE”** means U.S. Department of Energy;
- 28.1.4. **“DOE Assistance Regulations”** means DOE Assistance Regulations at 2 CFR part 200 (as amended by 2 CFR part 910 at <http://www.eCFR.gov>);
- 28.1.5. **“DOE Conflict of Interest Policy”** means DOE Interim Conflict of Interest Policy for Financial Assistance (COI Policy) that can be found at <https://www.energy.gov/sites/default/files/2022-10/Department%20of%20Energy%20Interim%20Conflict%20of%20Interest%20Policy.pdf>;
- 28.1.6. **“DOE Intellectual Property Provisions”** means DOE Intellectual Property Provisions under IL 40101d Award Agreement located at <https://www.energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>;
- 28.1.7. **“DOE National Policy Assurances”** means DOE National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>;
- 28.1.8. **“40101(d) Program”** means the Federal Formula Grant Program: Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes under Section 40101(d) of the Bipartisan Infrastructure Law;
- 28.1.9. **“40101(d) Award”** means Illinois award under the 40101(d) Program for the first three years (FY2022, 2023 and 2024) of the Program;
- 28.1.10. **“IL 40101(d) Award Agreement”** means the Assistance Agreement No.DE-GD0000014 between the IFA and DOE under 40101(d) Program;
- 28.1.11. **“IL 40101(d) Terms”** means Special Terms and Conditions of the IL 40101d Award Agreement, attached as **Exhibit I** to this **PART THREE**;
- 28.1.12. **“NOFO”** means a Notice of Funding Opportunity # IFA-GRID-01 issued by IFA on May 17, 2024, available at <https://illinoisclimatebank.com/financing-programs/municipal-cooperative-utilities/40101d-grid-resilience/>.

28.2. IL 40101(d) AWARD AGREEMENT APPLICABILITY. This Grant Agreement is a subaward under IL 40101(d) Award Agreement that requires Grantor to flow down certain provisions of the IL 40101(d) Award Agreement requirements to the subawardees. Therefore, as required in the IL 40101(d) Award Agreement, the Project under this Agreement is subject to applicable provisions of the following requirements, incorporated here by reference:

- 28.2.1. IL 40101(d) Terms as specified below;
- 28.2.2. Illinois application to DOE under 40101(d) Program as approved by DOE;
- 28.2.3. ALRD;
- 28.2.4. NOFO;

- 28.2.5. Bipartisan Infrastructure Law;
- 28.2.6. DOE Assistance Regulations;
- 28.2.7. DOE Intellectual Property Provisions;
- 28.2.8. DOE National Policy Assurances;
- 28.2.9. 2 CFR 200.327 (the requirement to include contract provisions listed in Appendix II of 2 C.F.R. Part 200);
- 28.2.10. DOE Conflict of Interest Policy.

28.3. PRECEDENCE. If Grantee identifies any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Agreement, the Grantee must consult with the Grantor for guidance. In case of any apparent inconsistency between the provisions of **PART THREE** and **PART ONE**, **PART THREE** shall take control unless otherwise specified in **PART THREE** of this Agreement. De minimis costs rate specified in this **PART THREE** takes precedence over the rate specified in **PART ONE** of this Agreement.

28.4. FLOW DOWN REQUIREMENTS UNDER IL 40101(d) TERMS. IL 40101(d) Award Agreement requires the Grantor to apply terms and conditions of IL 40101(d) Award Agreement, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, Grantor must apply the IL 40101(d) Award Agreement terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and must require their strict compliance therewith. Therefore, Grantee is subject to the applicable terms and conditions of IL 40101(d) Terms as required by 2 CFR 200.101, and applicable requirement of 2 CFR 200.327. Specifically, Grantee is subject to the requirements of the IL 4010(d) Terms as clarified in this Paragraph 23.6:

- 28.4.1. **Conference Spending:** The Grantee shall not expend any funds on a conference not directly and programmatically related to the purpose for which this Grant Agreement as specified in the IL 40101(d) Terms.
- 28.4.2. **Payment Procedures:** Payments will be made by advances or cost reimbursement requests by electronic funds transfer to the bank account identified in this Grant Agreement.
 - (a) **Cost Reimbursement Requests:** Request for cost reimbursements must be made quarterly through the Grantee Portal, unless otherwise instructed by the Grantor.
 - (b) **Advance Requests.** Requests for advances must be made through the Grantee Portal I only as needed to meet Grantee's immediate needs for direct project costs. The Grantee should time each request so that the Grantee receives payment as close as possible to the day that the Grantee disburses funds for direct project costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
 - (c) **Adjusting payment requests for available cash.** Grantee must disburse any funds that are available from repayments to, and interest earned, on program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any such funds before requesting additional payments from the Grantor.
 - (d) **Timely Billing.** Grantee must comply with billing requirements specified in **PART ONE** of this Agreement.
- 28.4.3. **Cost Match**
 - (a) "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Federal funds and Grantee match. Grantee's cost match must come from non-Federal sources unless otherwise allowed by law.
 - (b) Grantee is required to match their allocation as indicated in Exhibit A. By accepting federal funds under this award, Grantee is liable for the cost match percentage of total expenditures incurred, indicated in Exhibit A, even if the project is terminated early or is not funded to its completion, unless otherwise authorized in writing by Grantor.
 - (c) If the Grantee discovers that it may be unable to provide the required cost matching, the Grantee should immediately provide written notification to Grantor indicating whether the

Grantee will continue or phase out the project. If Grantee plans to continue the project, the notification must describe how replacement cost matching will be secured. Grantee must maintain records of all project costs that Grantee claim as cost match, including in-kind costs, as well as records of costs to be paid by Grantor. Such records are subject to audit.

- (d) Failure to provide the cost matching required by this Agreement may result in the subsequent recovery by Grantor of some or all the funds provided under the award.
- 28.4.4. **Reimbursable Indirect Costs and Fringe Benefits**
- (a) If actual allowable indirect costs are less than those budgeted and funded under the award, Grantee may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Federal share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, Grantee must refund the difference.
 - (b) Grantee must manage its indirect costs. Grantor will not amend an award solely to provide additional funds for changes in indirect cost rates. Grantor recognizes that the inability to obtain full reimbursement for indirect costs means the Grantee must absorb the under recovery. Such under recovery may be allocated as part of the Grantee's required cost sharing.
- 28.4.5. **Post-Award Due Diligence Reviews, Foreign Entities of Concern.** During the life of the Award, Grantor and DOE may conduct ongoing due diligence reviews to identify potential risks of undue foreign influence as specified in the IL 40101(d) Terms.
- 28.4.6. **Reporting.** Grantee's performance and financial reporting requirements are specified in Exhibit A and Exhibit D of **PART ONE** of this Agreement. DOE may require additional data collection as specified in the IL 40101(d) Terms.
- 28.4.7. **Foreign National Participation – Approval Required.** If the Grantee (including any of its contractors) anticipates involving foreign nationals in the performance of this Award, the Grantee must provide Grantor with specific information about each foreign national as specified in the IL 40101(d) Terms. **Grantee must include this requirement in any contractual agreement(s) associated with funds received under this Award.**
- 28.4.8. **Site Visits.** DOE's and Grantor's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
- 28.4.9. **NEPA Review.** DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. DOE performed NEPA review and approval of the Project activities based on the information submitted by the Grantee to Grantor in its NEPA Environmental Questionnaire. Any significant modifications to the Project activities that affect Grantee's answers to the Environmental Questionnaire will require Grantor approval and might require additional review and approval of DOE. If any of the proposed Project activities are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the Grantee elect to undertake activities prior to authorization from the DOE, the Grantee is doing so at its own risk and incurred costs may not be authorized and recognized as allowable cost.
- 28.4.10. **Federal, State, and Municipal Requirements.** Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this Award.
- 28.4.11. **Purchase of American-Made Equipment and Products.** Grantee acknowledges and agrees that, to the greatest extent practicable, all equipment and products the Grantee purchased with funds made available under this Award will be American-made.
- 28.4.12. **Insurance Coverage.** Grantee must comply with 2 CFR 200.310 insurance requirements for real property and equipment acquired or improved with Federal funds.

- 28.4.13. **Real Property – Grid Resilience.** Acquisition of land or easements is not permitted under this Grant Agreement. Improvements to real property for the purpose of grid hardening or resilience are not considered acquisition of real property for the purpose of 40101d Program, and therefore may be permitted. Real property purchased with project funds are subject to the requirements specified in the IL 40101(d) Terms.
- 28.4.14. **Equipment and Supplies.** Any equipment (property) and supplies acquired under this Grant Agreement is subject to provisions specified in the IL 40101(d) Terms. Grantee cannot encumber this property, and must manage, use and dispose of such equipment as specified in the IL 40101(d) Terms.
- 28.4.15. **Continued Use of Real Property and Equipment.** Real property and equipment purchased with project funds (federal share and Grantee cost share) under this Award are subject to the requirements specified in the IL 40101(d) Terms. The Grantee may continue to use the real property and equipment after the conclusion of the Award period of performance so long as the Grantee complies with these requirements, including submitting a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer. Grantor must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). Grantee must petition Grantor to submit such request to DOE as specified in IL 40101(d) Terms. When the property is no longer needed for authorized project purposes, the Grantee must petition Grantor to request disposition instructions from DOE as specified in IL 40101(d) Terms.
- 28.4.16. **Insolvency, Bankruptcy or Receivership.** Grantee shall immediately notify the Grantor of the occurrence of any of the insolvency, bankruptcy or receivership events specified in IL 40101(d) Terms. Failure of the Grantee to comply with this requirement may be considered by Grantor as a material noncompliance of this Grant Agreement.
- 28.4.17. **Performance of Work in United States.** Grantee agrees that **100%** of the direct labor cost for the project (including subcontract labor) shall be incurred in the United States, unless the Grantee can demonstrate to the satisfaction of the DOE and Grantor that the United States’ economic interest will be better served through a greater percentage of the work being performed outside the United States.
- 28.4.18. **Reporting of Total Compensation of Grantee Executives.** Grantee must report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year as specified in IL 40101(d) Terms.
- 28.4.19. **Final Incurred Cost Audit.** Grantor reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, Grantor retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- 28.4.20. **Indemnity.** Grantee shall indemnify Grantor, the State, DOE, the Government (as defined in the IL 40101(d) Terms) and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys’ fees, arising from suits, actions, or claims of any character for death, bodily injury, loss of or damage to property or to the environment resulting from the project, except to the extent that such liability results from the gross negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.
- 28.4.21. **Corporate Felony Conviction and Federal Tax Liability Assurances.** By entering into this agreement, Grantee attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of Grantee’s signature to this Agreement. Grantee further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. For the purposes of these assurances, definitions apply as specified in the IL 40101(d) Terms.
- 28.4.22. **Nondisclosure and Confidentiality Agreements Assurances.** By entering into this Agreement, Grantee attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or

contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Grantee further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the provisions specified in the IL 40101(d) Terms.

- 28.4.23. **Export Control.** Grantee is subject to export control requirements specified in the IL 40101(d) Terms. Grantee must immediately report to Grantor any export control violations related to the project funded under this Award and describe the corrective action(s) taken or policies adopted to prevent future violations.
- 28.4.24. **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.** Grantee is prohibited from obligating or expending project funds (Federal and non-Federal funds) in relation to telecommunications and video surveillance services or equipment as specified in the IL 40101(d) Terms.
- 28.4.25. **Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs.** Grantee must comply with prohibitions related to foreign government-sponsored talent recruitment programs specified in the IL 40101(d) Terms.
- 28.4.26. **Interim Conflict of Interest Policy.** Grantee is subject to the DOE Conflict of Interest Policy, as specified in the IL 40101(d) Terms.
- 28.4.27. **Transparency of Foreign Connections and Foreign Collaboration.** Grantee must notify Grantor within five (5) business days of learning of the circumstances in relation to any foreign connection; Grantee must provide Grantor with prior written notice of any potential collaboration with foreign entities, organizations or governments in connection with this Award, as specified in the IL 40101(d) Terms.
- 28.4.28. **Buy American Requirements.** Grantee must comply with the Buy American Requirements specified in the IL 40101(d) Terms. The Buy America Requirement term and condition must be included in all contracts, subcontracts, and purchase orders for work performed under the infrastructure project.
- 28.4.29. **Davis-Bacon Requirements.** This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Grantee, its contractors, or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, commonly referred to as the "Davis-Bacon Act" (DBA). Grantee must comply with the Davis-Bacon Requirements specified in IL 40101(d) Terms, including submitting certified weekly payrolls required under the Davis-Bacon Requirements. DOE has contracted with a third-party DBA electronic payroll compliance software application. Grantor will work with the Grantee to establish a process for timely electronic submission of weekly certified payrolls as part of Grantee's compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.
- 28.4.30. **Affirmative Action and Pay Transparency Requirements.** All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246. Grantee must comply with the Affirmative Action and Pay Transparency Requirements specified in the IL 40101(d) Terms.
- 28.4.31. **Potentially Duplicative Funding Notice.** If the Grantee receives or has received any other award of federal funds for activities that potentially overlap with the activities funded under this Award, Grantee must promptly notify Grantor in writing of the potential overlap and indicate whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, Grantee must promptly notify the Grantor in writing of the potential duplication and eliminate any inappropriate duplication of funding.

**EXHIBIT I
IL 40101(D) TERMS
SPECIAL TERMS AND CONDITIONS FOR USE IN FORMULA GRANTS ISSUED UNDER THE GRID DEPLOYMENT
OFFICE (GDO) ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT (ALRD)**

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(ALRD)**

LEGAL AUTHORITY AND EFFECT (JUNE 2015)

- (a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.
- (b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – MARCH 2023)

This award/agreement consists of the Assistance Agreement cover page, plus the following:

- a. Special terms and conditions.
b. Attachments:

| Attachment No. | Title |
|-------------------|--|
| 1 | Intellectual Property Provisions |
| 2 | Statement of Project Objectives |
| 3 | Federal Assistance Reporting Checklist |

- c. Applicable program regulations: NONE
- d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- e. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- h. Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL)

FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

COST MATCH

- a. "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 15 percent of their allocation. In addition, eligible entities performing resilience projects are required to provide a 100 percent cost match, unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, then the eligible entity is required to provide a one-third cost match.

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion.

- b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.
- c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

POST-AWARD DUE DILIGENCE REVIEWS (MARCH 2023)

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

ANNUAL ALLOCATION REQUEST

The Recipient shall submit their annual allocation request in accordance with the instructions provided in the Reporting Requirements Checklist attached to this award. The Annual Allocation Request must be submitted to the DOE Program Manager whose name is in Block 15 of the Award Agreement and the DOE Award Administrator whose name is identified on Page 2 of the Assistance Agreement cover page.

The Annual Allocation Request must include the following information:

- SF 424 reflecting the current year allocation and cost match amounts.
- Cost Match Information for current year allocation.
 - Cost Match Value
 - Identify the source/organization of the proposed cost match.
 - Type of Cost Match (cash or in-kind)
 - Provide a description of their proposed cost match.
- Program Narrative – copy of current Program Narrative if there are no changes or an updated Program Narrative to reflect any changes. If changes have occurred, a Public Notice and Hearing must be documented in the updated Program Narrative.

RESILIENCE PROJECT AND SUBAWARD/SUBCONTRACT NOTIFICATION

For all resilience project subawards and any other subaward over \$250,000, the Recipient must notify the DOE Contracting Officer and Project Officer in writing prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the DOE determines, and provides the Recipient written notification, that the information provided is adequate.

In order to satisfy this notification requirement, Recipient documentation must, at a minimum, include the following:

- (a) Recipient confirms that the subawardee:
- (i) is an eligible entity type identified in BIL section 40101(a)(2);
 - (ii) is a domestic entity; to qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;
 - (iii) is not a debarred or a suspended entity; and
 - (iv) will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the “Davis-Bacon Act” (DBA).
- (b) Recipient confirms that:
- (i) the process undertaken to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318;
 - (ii) the proposed work to be done is an eligible activity identified in BIL Section 40101(e)(1);
 - (iii) the proposed subaward effort is consistent with the Program Narrative being executed under the award;
 - (iv) the primary purpose of the proposed project is not cyber security but that the implementation of the proposed project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their subaward;
 - (v) no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient’s written standards of conduct were followed;
 - (vi) as applicable, subaward/subcontracts address the Small Utilities Set Aside requirement set forth in BIL Section 40101(d)(6); and
 - (vii) all required award provisions will be flowed down in the resulting subaward/subcontract.
- (c) Recipient provides:
- (i) SF-424A Budget Information form and Budget Justification form for all resilience project subawards; and any other subaward over \$250,000;
 - (ii) a completed Environmental Questionnaire covering the subaward activity;
 - (iii) cost match commitment letter from the eligible entity committing to meet the cost matching as required in BIL Section 40101(h);
 - (iv) the proposed metrics that will be collected and reported in the Quarterly Progress Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;
 - (v) listing of Foreign Nationals for subrecipients/eligible entities and technical assistance contractors in accordance with the Foreign National Participation – Approval term;
 - (vi) Performance of Work in the United States waiver (if applicable);
 - (vii) Buy America for Infrastructure Projects waiver (if applicable);
 - (viii) Domestic entity waiver for subrecipients (if applicable); and
 - (ix) a summary/brief description of any application, similar in nature, submitted by the proposed subawardee to the DOE under BIL Section 40101(c), DE-FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

If a State or Indian Tribe petitions the Secretary to be designated as an eligible entity for the purpose of executing a resilience project, it must provide both the 15% cost match for the entire allocation made by DOE to the State or Tribe (see BIL section 40101(d)(8)) and the project specific cost match requirement of 100% or 1/3 (see BIL section 40101(h)).

REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. Additional reporting requirements apply to projects funded by BIL. As part of tracking progress toward key Departmental goals – ensuring justice and equity, creating jobs, boosting domestic manufacturing, reducing greenhouse gas emissions, and advancing a pathway to private sector – DOE may require specific data collection. Examples of data that may be collected include:

- project locations,
- measurable improvements of resilience,
- transmission capacity upgraded, expanded, or built,
- electricity storage capacity installed,
- funding leveraged,
- stakeholders engaged,
- technical assistance provided, and
- value of contracts or agreements with minority owned business for supplies, services, or equipment.

Recipients must maintain sufficient records to substantiate this information upon request.

FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (MARCH 2023)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State’s list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A “foreign national” is defined as any person who is not a United States citizen by birth or naturalization. DOE may elect to deny a foreign national’s participation in the award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

CATEGORICAL EXCLUSION (CX) – Initial Application

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on the initial information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby **authorizing use of funds for technical assistance and administrative project activities only**.

NEPA review and approval of proposed resilience project activities are required as per the Resilience Project and Subaward/Subcontract Notification Term. If any of the proposed projects are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the recipient elect to undertake activities prior to authorization from the DOE, the Recipient is doing so at risk and such costs may not be authorized and recognized as allowable cost.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

ELIGIBLE ENTITY PRIORITIZATION – 40101(d)(5)

In making subawards to eligible entities using funds made available under the program, the Recipient shall give priority to projects that, in the determination of the Recipient, will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events.

SMALL UTILITIES SET ASIDE – 40101(d)(6)

The Recipient shall ensure that, of the amounts made available to eligible entities, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the Recipient State or Indian Tribe (as applicable) that are served by those eligible entities.

TECHNICAL ASSISTANCE AND ADMINISTRATIVE EXPENSES – 40101(d)(7)

Of the amounts made available to the Recipient under the program each fiscal year, the Recipient may use not more than 5 percent for technical assistance (*see* BIL Section 40101(g)(1)(A)) and administrative expenses associated with the program.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY – GRID RESILIENCE

Acquisition of land or easements is not permitted under this grant program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this grant program, and therefore may be permitted.

EQUIPMENT (DECEMBER 2014)

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR Part 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR Part 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. Continues to use the property for the authorized project purposes;
- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). The Recipient’s written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316.

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient must include the insolvency, bankruptcy or receivership term in any for-profit/non-profit sub-award(s), at any tier.

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least **100%** of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the DOE that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. the total Federal funding authorized to date under this award is \$30,000 or more;

ii. in the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

- i. in the subrecipient's preceding fiscal year, the subrecipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,

and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

B. Requirement for Unique Entity Identifier

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.

2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a unique entity identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:

- a. A foreign organization;
- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient must include the following indemnity provision in any sub-awards to eligible entities performing the resilience projects at any tier:

The **Recipient** shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that Illinois Finance Authority has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Illinois Finance Authority does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that Illinois Finance Authority does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 - (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet

EXPORT CONTROL (MARCH 2023)

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award, including subrecipient work.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (MARCH 2023)

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (MARCH 2023)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or

proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

FRAUD, WASTE AND ABUSE (MARCH 2023)

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

TRANSPARENCY OF FOREIGN CONNECTIONS (MARCH 2023)

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)

- A. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- C. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

BUY AMERICAN REQUIREMENTS FOR INFRASTRUCTURE PROJECTS (MARCH 2023)**A. Definitions**

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the Buy America Requirement.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid

the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and

- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

DAVIS-BACON REQUIREMENTS (MARCH 2023)

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (MARCH 2023)

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide¹ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

For construction projects valued at \$35 million or more and lasting more than one year, Recipients, contractors, or subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

¹ See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>
 Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>.